

Brent S. Clemmer (SBN 179722)
E-mail: clemmer@sbemp.com
Charles L. Gallagher (SBN 167093)
E-mail: gallagher@sbemp.com
SLOVAK BARON EMPEY MURPHY & PINKNEY LLP
74774 Highway 111
Indian Wells, California 92210
Telephone (760) 322-2275
Fax: (760) 322-2107

Attorneys for Defendant CITY OF BANNING

J. Leah Castella (SBN 205990)
E-mail: lcastella@bwsllaw.com
Kevin D. Siegel (SBN 194787)
E-mail: ksiegel@bwsllaw.com
Leila J. Moshref-Danesh (SBN 310783)
E-mail: lmoshref@bwsllaw.com
Yara M. Wahba (SBN 339791)
E-mail: ywahba@bwsllaw.com
BURKE, WILLIAMS & SORESENSEN, LLP
1999 Harrison Street, Suite 1650
Oakland, California 94612
Tel: 510.273.8780 Fax: 510.839.9104

Attorneys for Defendants
CITY OF BANNING and SHERI FLYNN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

SUN LAKES HIGHLAND, LLC, a
Delaware limited liability company,

Petitioner and Plaintiff,

v.

CITY OF BANNING, a municipal
corporation; SHERI FLYNN, an
individual; and DOES 1 through 10,
inclusive,

Respondents and
Defendants.

Case No. 5:24-cv-02603-DTB

VOLUME 3 PART 2 OF THE
ADMINISTRATIVE RECORD OF
PROCEEDINGS

Date: May 29, 2025 (Off Calendar)
Time: 10:00 a.m.
Crtrm.: 4
Judge: Hon. David T. Bristow

Action Filed: December 6, 2024
Second Amended Petition Filed: March
31, 2025

From: Anita Chatigny <
Sent: Monday, June 10, 2024 1:14 PM
To: cityclerks
Subject: Letter



To Whom It May Concern,

I am writing as a concerned citizen of Banning. I am a working professional who moved to Banning approximately 5 years ago. I moved with the promise of spending my retirement in a community built upon City leadership that would support my health and well-being.

I have watched with dread as the City has taken a blind eye to responsible city planning. Even with legal issues that bring the council to revisit the Banning Pointe project, I am still not convinced that Banning City Council will act in its citizens' best interests.

The question before you is simple: How many lives is the City of Banning willing to sacrifice for the promise of money?

I want to believe in this City Council and its ability to revisit the Banning Pointe initiative with a fresh viewpoint. As much as I hate to consider this, I am prepared to move from this community if the actions of the council do not demonstrate the care/concern for its senior citizens as I once envisioned. I wonder how many others there are that feel the same.

I want to keep my tax dollars here and to work in partnership with the City Council. Please demonstrate by your vote your commitment to partner with me.

Sincerely yours,
(Electronically signed)
Anita Lara Chatigny, Ph.D.

Sent from my iPad

RECEIVED

JUN 10 2024

City of Banning
City Clerk's Office

From: Kathleen Dale < >
Sent: Monday, June 10, 2024 2:24 PM
To: cityclerks; Caroline Patton; Doug Schulze
Cc: Sheri Flynn; Rick Minjares; Colleen Wallace; Alberto Sanchez; David Happe
Subject: Re: 6/11/24 City Council Meeting - Agenda Items 6.10 and 7.1 (Substantive Content Missing)

Just in case - correcting my time warp reference in the original subject line.

Kathy

On Monday, June 10, 2024 at 02:20:17 PM PDT, Kathleen Dale <kdalenmn@aol.com> wrote:

Good afternoon - in reviewing the posted agenda packet yesterday, serious omissions in the back-up material became evident.

1. Neither report includes a location exhibit or any exhibits identifying the proposed project.
2. The only attachment to the report for Item 6.10 is the proposed three-page resolution to rescind the prior approval. The body of the report does not refer to inclusion of a copy of the resolution being rescinded, the resolution to be rescinded is not listed as an attachment, and the resolution to be rescinded is not otherwise present or linked.
3. The report for item 7.1 includes two attachments, the proposed approval resolution and Exhibit A to that resolution (the conditions of approval). The body of the report refers to additional attachments that are not listed at the end of the report, and that are not otherwise present or linked (project exhibits noted at the end of the APPEALS OF THE PLANNING COMMISSION'S DECISION AND HEARING DATES section, public comments noted in the ADDITIONAL PUBLIC COMMUNICATIONS section, the December 1, 2021 Planning Commission packet noted in the JUSTIFICATION section, and the Planning Commission approval resolution noted in the PLANNING COMMISSION ACTION section).
4. There is no supporting content for Item 7.1 related to the proposed CEQA action (e.g., the Addendum, supporting technical reports, or mitigation monitoring program).

These are serious omissions of substantive content necessary for the public to provide informed comment and for the decision-makers to make an informed decision.

I trust that these items will be pulled from the agenda for Tuesday's meeting.

Respectfully,

Kathleen Dale



From: Stuart <
Sent: Monday, June 10, 2024 1:04 PM
To: Alberto Sanchez; rminhares@banningca.gov; Sheri Flynn; Colleen Wallace
Cc: City Manager; Laurie Sampson
Subject: Transit and Business Center of the Pass
Attachments: Transit and Business Center of the Pass copy.pages

1. Alberto Sanchez, Mayor,
2. Rick Minhares, Mayor Pro Tem,
3. Sheri Flynn, Council Member,
4. David Happe, Council Member,
5. Colleen Wallace, Council Member.

Cc: Doug Schulze, City Manager,
Cc: Laurie Sampson, Assistant City Manager.

Enclosure: Letter to Banning Planning Commission, 2024-06-05

This is a proposal asking you to consider better use of the so-called Banning Point area in west Banning. Establish a Transit Center to serve as a station for the Coachella Valley - San Gorgonio Pass Rail Corridor service, better known as Coachella Valley Rail, with passenger service between Los Angeles and Indio.

The current proposal for a warehouse and the accompanying big truck traffic and diesel fumes and particles do not belong in a residential zone. It conflicts with Banning's stated desire to adopt a "Blue Zone" status for the health and welfare of all residents.

This land is an opportunity for Banning to plan for the positive and healthful future of the People of Banning and the Pass Area.

This proposal is a challenge to the developer of the proposed warehouse to build something beneficial to the People of the Pass. If the developer cannot do this, the developer does not belong in California.

Assistant City Manager: Please pass this on to Council Member Happe who did not list an email in his City Bio.

Thank you,

Stuart MacKenzie
Banning, California 92220

RECEIVED

JUN 10 2024

City of Banning
City Clerk's Office

From: bruano <
Sent: Monday, June 10, 2024 1:17 PM
To: Laurie Sampson; Alberto Sanchez; rminares@banningca.gov; Colleen Wallace; David Happe; Sheri Flynn
Cc: bruano@aol.com
Subject: Banning Point Warehouse Project

Council Members,

Please vote no against the Banning Point Warehouse project. I have been a SunLakes resident for 6 years. I am involved in the Banning community, not only in Sun Lakes. My career took me to many cities/states over the years but Banning is the place I want to spend my senior years. The warehouse would severely dampen the joy of living here. The truck traffic, more traffic jams, dirty air are all hazardous for all residence of Banning but even more for the elderly. Again, please vote NO to warehouses next to the residential areas.

Respectfully,
Bess Ruano
Banning Resident
1539 Faireway Oaks Ave.
Banning CA

Sent from my Verizon, Samsung Galaxy smartphone

To whom it May Concern and City Clerk,

RE: Banning Point Warehouse Review
Public Hearing June 11, 2024

- Most cities have laws against odors, noise, harmful pollutants, gas, chemicals and so does Banning. The City of Banning has violated air quality regulations and has paid a hefty fine in the past.
 - Science tells us exhaust such as trucks idling and just driving have carbon dioxide that traps heat in the atmosphere and creates more global warming.
 - Being repeatedly exposed to concentrated exhaust from gas or diesel fueled vehicles has huge effects on our health such as asthma, reduced lung capacity, makes us more susceptible to respiratory illnesses.
 - Businesses should be concerned about being good neighbors and "set up shop" in appropriate areas.
 - If the city of Banning doesn't allow chickens, ducks, roosters in the city, why would we have noise pollution 24/7 from warehouses and trucks and tractors?
 - Please vacate all prior approvals.
- Respectfully, Patricia Ayle



Patricia Syre
1212 Laguna Seca Ct
Banning CA 92220-5419

'24 JUN 6 9:09AM

RECEIVED

JUN 06 2024

City of Banning
City Clerk's Office

City Clerk
City of Banning
99 E. Ramsey St.
Banning CA 92220

AR020790

From: Sheets Family <
Sent: Wednesday, June 5, 2024 2:46 PM
To: cityclerks
Subject: No Warehouse

RECEIVED

JUN 05 2024

City of Banning
City Clerk's Office

Please reconsider approving the warehouse on Sun Lakes Blvd. Having trucks running day & night is not only a health risk to seniors in Sun Lakes & The Lakes but also a traffic nightmare. A warehouse does not belong in a quiet residential area.

Please note the error of the environment study which was done during the Covid lockdown when traffic wasn't an issue.

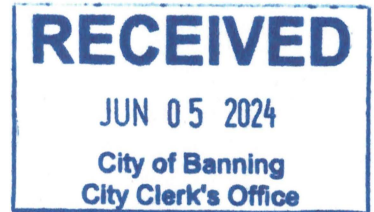
It makes more sense to put in a warehouse in downtown Banning where there are no homes.

Concerned senior residents,

Bob & Nancy Sheets

FROM THE
RESIDENTS OF
SUN LAKES COUNTRY CLUB.

Donna Gartzke



On June 5, 2024, Ms. Gartzke submitted signed
“petition” sheets to the City Clerk’s Office.

**1,007 sheets of the attached
notice were received.**

Carolyn Ash

AR020792

The residents of Sun Lakes Country Club chose to move into the community because it met the needs of these residents who were entering the latter stages of their life. The surrounding community offered a slower pace of life with adequate resources for their everyday needs. The air quality was good. The traffic was moderate. The neighbors were nice. The city was looking after the public health, safety, and welfare of its citizens and the community.

This approach to choosing where you live is likely not so different from how some members of the City Council choose the homes they live in. They want a safe, clean neighborhood with a quality school close to home for their children and not too far from work. We ask the Council: If your children's school is shut down or there was a factory constructed across the street from the school that produced constant fumes and noise surrounding the playground, would you consider re-locating to another neighborhood? As a person who is 30 to 50 years younger than most Sun Lakes residents, you have the option to re-locate.

We, in Sun Lakes, are not in our prime earning years and our options are limited due to health issues and reduced income. We ask the City Council to delay any vote on the Banning Point Project until after they take into consideration that Sun Lakes Country Club alone represents nearly 20 percent of Banning's total residential population, and this population is going to be negatively affected by the development of the Banning Point Project for the rest of their natural lives.

We ask the Banning City Council to also take into consideration that the City is still looking for land to develop low density and/or medium density housing. A small apartment complex built to house our own Banning seniors whose income would not allow them to purchase or rent homes in Sun Lakes would be a godsend to many. The City is also trying to encourage the re-opening of a new Department of Motor Vehicles building. With so many seniors within a two- or three-mile radius of this property, a medical facility providing medical specialists would be well supported. A facility like this would bring residents from many of the surrounding cities to take advantage of Banning's Specialist facility. Any of these options could be developed on the Banning Point 47 acres. Consider promoting and soliciting developers for these types of projects. Allow the current developer to re-locate to an area farther away from existing, mature developments designed to house seniors, and allow the current developer to negotiate with the owners of one of the many empty warehouses already collecting dust.

PRINT YOUR NAME

SIGN YOUR NAME

STREET ADDRESS

DATE

THE BANNING POINT WAREHOUSE FIGHT CONTINUES

The Judge ruled that the current Banning City Council must reconsider the Banning Point Project. That means that any individual concerned that construction of a 620,000 square foot warehouse with its associated traffic and pollution would be detrimental to the surrounding community still has an opportunity to let their voice be heard before the Council conducts another vote on the project.

The attached document has been created to inform the City Council of the residents' concerns and to request that the Council delay any vote on the Banning Point Project until after taking into consideration that Sun Lakes Country Club alone represents nearly 20 percent of Banning's total residential population, and this population is going to be negatively affected by the development of the project for the rest of their natural lives.

If you would like to add your name to the list of Sun Lakes residents who want to be heard before it is too late, please print your name, sign your name, provide your street address, and give the date you signed the document. Return the signed document to your District Delegate as soon as possible (3 to 5 days). We want to let the City Council members understand that we are still opposed to this warehouse project, but we must speak up BEFORE they take another vote.

Thank you,

Dorrie Gartzke, SLCC Recycle Project

From: Fran Matzen < >
Sent: Wednesday, June 5, 2024 6:22 AM
To: Sandra Calderon <scalderon@banningca.gov>
Subject: Banning Point



Dear Banning city officials,

Thank you for listening to your constituents. Please DO NOT APPROVE the Banning Point warehouse project.

As I am sure you are aware, there are over 3,000 residents living in close proximity to the proposed project. Studies have shown the ill effects warehouse projects can have on the health of those living nearby.

Also, traffic in the general area is already bad. We don't need truck traffic added to the mix. Have you ever tried exiting the eastbound I10 in the late afternoon? We often are on the shoulder well west of the exit, sometimes just barely able to get in the line that is backed up almost to the Pennsylvania Avenue on-ramp. Please don't add truck traffic to this. In addition, the street traffic on Highland Springs south of the freeway to Sun Lakes Boulevard is already quite congested.

Please consider those who elected you when you vote.

Thank you,

Frances Matzen
5652 Lopez Way
Banning, CA 92220

From: Shirley Dills <
Sent: Wednesday, June 5, 2024 8:55 AM
To: Sandra Calderon <scalderon@banningca.gov>
Subject: Banning Point



I am writing to you to reconsider your approval of the Banning Point.

I have lived here in Sun Lakes for 20 years and considered this my last home here in Banning.

I have a great life here in Banning, but that is threatened now due to Traffic from big rigs blocking streets that we must use. Sun Lakes through the Mello Roos paid out of our pocket for the Highland Springs underpass so we could have fast access to San Geronio Hospital.

This is now, due to the approval of Banning Point being approved, a real life threat to many here in Sun Lakes.

We have paid our taxes and are a large part of the City of Banning.

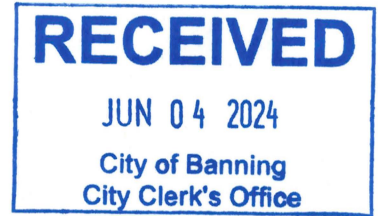
I'm a Senior, age 84 at the present time and am very concerned about the quality of the environment, and air quality which would undoubtedly be affected by a warehouse so close to my home.

I'm requesting you to reconsider at the June 11, 2024 meeting.

If this was your Mother what would your choice be?

Thank You
Shirley J Dills
Sent from my iPhone

From: Raymond Reddig
Sent: Tuesday, June 4, 2024 9:18 AM
To: cityclerks
Subject: BANNING POINT



As a citizen of Banning I object to the Banning point project 98rayroad@gmail.com

RECEIVED

MAY 22 2024

City of Banning
City Clerk's Office**From:** Barbara Jesus**Sent:** Wednesday, May 22, 2024 12:04 PM**To:** Sandra Calderon <scalderon@banningca.gov>**Subject:** Public Hearing May 28, 2024 Review 21-7008 ETC

We submit some of these links to support why these trucking operations should not be put near our residential communities.

Minority Population means any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy or activity. • Low-Income means a person whose median household income is at or below the Department of Health and Human Services poverty guidelines. • **Low-Income** Population means any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy or activity. **Besides the minority and low-income populations, elderly people and children are particularly vulnerable to potential health impacts brought by freight. In this analysis, these populations are defined as below: • The Elderly Population refers to the people that are 65 years and older. • Children refers to the people who are under 10 years of age.**

<https://www.ehn.org/diesel-truck-air-pollution-2655321340.html>



Diesel trucks are causing environmental injustice across US cities

Low-income people of color in the U.S. are exposed to 28% more nitrogen dioxide (NO₂) in the air they breathe compared to their wealthier white counterparts, a new study using satellite measurements reports.

www.ehn.org

<https://www.edf.org/media/edf-report-air-pollution-warehouse-trucks-places-unequal-burden-communities-color-and-areas>



EDF Report: Air Pollution from
Warehouse Trucks Places Unequal
Burden on Communities of Color and
Areas of Low Wealth

Growth of delivery brings more warehouses, diesel trucks
and associated health impacts closer to communities

www.edf.org

<https://envhealthcenters.usc.edu/wp-content/uploads/2016/11/Driving-Harm.pdf>

Barbara and Jay Jesus -909-915-4320

LuAnn Green

RECEIVED

MAY 24 2024

City of Banning
City Clerk's Office

April 20, 2024

Mayor - Alberto Sanchez

Mayor Pro Tem. - Rick Minjares

Council Member – Sheri Flynn; David Happe; Collen Wallace

Topic – Banning Point Project

Before you make a decision a new Traffic and Safety Study is necessary. It should be conducted at various times of day. If one was performed it was conducted at the wrong time of day. Anyone that has driven on Highland Springs both North & South of the 10 freeway will tell you it is a congested mess at peak hours and on weekends. Adding even more 18 wheelers to the this area would be a dangerous nightmare. Someone should ask the Highway Patrol (located right on Highland Springs) for their input.

Please think this through. Thank you,

LuAnn M. Green

2445 Birdie Drive, Banning, Ca 92220

To: The Banning City Council

BANNING POINT PROJECT

The residents of Sun Lakes Country Club chose to move into the community because it met the needs of these residents who were entering the latter stages of their life. The surrounding community offered a slower pace of life with adequate resources for their everyday needs. The air quality was good. The traffic was moderate. The neighbors were nice. The city was looking after the public health, safety, and welfare of its citizens and the community.

This approach to choosing where you live is likely not so different from how some members of the City Council choose the homes they live in. They want a safe, clean neighborhood with a quality school close to home for their children and not too far from work. We ask the Council: If your children's school is shut down or there was a factory constructed across the street from the school that produced constant fumes and noise surrounding the playground, would you consider re-locating to another neighborhood? As a person who is 30 to 50 years younger than most Sun Lakes residents, you have the option to re-locate.

We, in Sun Lakes, are not in our prime earning years and our options are limited due to health issues and reduced income. We ask the City Council to delay any vote on the Banning Point Project until after they take into consideration that Sun Lakes Country Club alone represents nearly 20 percent of Banning's total residential population, and this population is going to be negatively affected by the development of the Banning Point Project for the rest of their natural lives.

We ask the Banning City Council to also take into consideration that the City is still looking for land to develop low density and/or medium density housing. A small apartment complex built to house our own Banning seniors whose income would not allow them to purchase or rent homes in Sun Lakes would be a godsend to many. The City is also trying to encourage the re-opening of a new Department of Motor Vehicles building. With so many seniors within a two- or three-mile radius of this property, a medical facility providing medical specialists would be well supported. A facility like this would bring residents from many of the surrounding cities to take advantage of Banning's Specialist facility. Any of these options could be developed on the Banning Point 47 acres. Consider promoting and soliciting developers for these types of projects. Allow the current developer to re-locate to an area farther away from existing, mature developments designed to house seniors, and allow the current developer to negotiate with the owners of one of the many empty warehouses already collecting dust.

PRINT YOUR NAME

SIGN YOUR NAME

STREET ADDRESS

DATE

LUANN M. GREEN

[Signature]

2445 BILLYE DR

APRIL 20, 2024

L. GREEN
2445 BIRDIE DR
BANNING, CA. 92220

SN BERNARDINO CA 923

22 APR 2024 PM 4 L



ALBERTO SANCHEZ- COUNCIL
BANNING CITY HALL
99 E. RAMSEY ST.
BANNING, CA. 92220

92220-483799





AGENDA

CITY COUNCIL MEETING - REGULAR OF THE BANNING CITY COUNCIL CITY OF BANNING, CALIFORNIA

June 11, 2024
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the agenda for the regular meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

Per City Council Resolution 2016-44, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a unanimous vote of the council members present and voting. Such an extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

TELECONFERENCE LOCATION

Council Member Happe will be participating from a remote location: 350 N Ocean Ave #59, Cayucos CA 93430. Members of the public are invited to attend at this location.

1. CALL TO ORDER

1.1 INVOCATION

Performed by Pastor Nate Rodriguez of Infinite Center

1.2 PLEDGE OF ALLEGIANCE

1.3 ROLL CALL

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

3. PRESENTATIONS

4. REPORT ON CLOSED SESSION

Serita Young, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

[Appoint Two Council Members to the California Public Utilities Commission \(CPUC\) Local Agency](#)

Technical Assistance (LATA) Broadband Feasibility Grant Stakeholders Committee for FY 2024/2025 and 2025/2026

Recommendation: Staff recommends that the City Council appoint a committee to consist of two members from the City Council to participate in the Broadband Feasibility Grant Stakeholders meeting.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 CITY MANAGER'S REPORT

5.6 CITY ATTORNEY'S REPORT

5.7 CITY TREASURER'S REPORT

6. CONSENT ITEMS

The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council/Banning Utility Authority/Successor Agency Board wishes to remove an item for separate consideration.

6.1 Approval of the Meeting Minutes for the May 28, 2024 City Council Meetings

Recommendation: Approve the minutes of the May 28, 2024 City Council Meetings.

6.2 Consideration of Resolution 2024-78, Calling for the Holding of a General Municipal Election on Tuesday, November 5, 2024 for the Election of Three Members of the City Council to Four Year Terms Representing Districts 1, 2, and 3, and One Member of the City Council Representing District 4 to the Remaining Two Years of that Term, and for the Election of the At-Large City Clerk and City Treasurer Positions to Four Year Terms, All as Required by the Provisions of the Laws of State of California Relating to General Law Cities and the Banning Municipal Code, and Requesting Consolidation of the General Municipal Election with the Statewide General Election to be Held on the Same Day

Recommendation: Adopt Resolution 2024-78.

6.3 Consideration of Resolution 2024-79, Approving the Purchase of 908 Devices Inc. MX908 Handheld High-Pressure Mass Spectrometer (HPMS)

Recommendation: Adopt Resolution 2024-79.

6.4 Consideration of Resolution 2024-80, Approving a List of Projects to be Funded for Fiscal Year 2024/2025 by SB 1 "The Road Repair and Accountability Act of 2017"

Recommendation: Adopt Resolution 2024-80.

6.5 Consideration of Resolution 2024-81, Approving Amendment No. 4 to the Professional Services Agreement with Mariposa Landscapes, Inc. in the Amount of \$148,372 for FY 2024/2025 City Property Landscape Maintenance

Recommendation: Adopt Resolution 2024-81.

6.6 Consideration of Resolution 2024-82, Approving Amendment No. 1 for Professional Services Contract with Engineering Resources of Southern California of Redlands, California in the Amount of \$100,000 for Staff Augmentation Services to Fill a Vacant Associate Civil Engineer Position in the Water/Wastewater Division

Recommendation: Adopt Resolution 2024-82.

6.7 Consideration of Resolution 2024-83, Approving the Execution of the Low Carbon Transit Operations Program (LCTOP) Three-Year Free Fare Program and Repealing Resolution 2024-68

Recommendation: Adopt Resolution 2024-83.

- 6.8 Consideration of Resolution 2024-84, Approving the Short Range Transit Plan for Fiscal Year 2024/2025 – 2026/2027 and Authorizing the Submittal of the FY 2024/2025 Funding Claims
Recommendation: Adopt Resolution 2024-84.
- 6.9 Consideration of Resolutions 2024-85 and 2024-86, Approving Two Memoranda of Understandings (MOU) with International Brotherhood of Electrical Workers (IBEW) General and Utility Units, Respectively, Effective July 1, 2022 through June 30, 2024
Recommendation: Adopt Resolutions 2024-85 and 2024-86.
- 6.10 Consideration of Resolution 2024-87, a Resolution of the City Council of the City of Banning, California, Setting Aside and Vacating its Previous Approval of Tentative Parcel Map No. 38164, Approval of Design Review 21-7008 and Denial of the Appeal of the Planning Commission's Approval of Design Review 21-7008, and Adoption of an Addendum, All in Connection with the Banning Point Project, Doing so in Compliance with the Peremptory Writ of Mandate that Requires the City Council to Set Aside and Vacate those Decisions, and Rescinding City Council Resolution 2022-14
Recommendation: Adopt Resolution 2024-87.
- 6.11 Consideration of Resolution 2024-89, Awarding a Construction Agreement for Project No. 2024-01, "Citywide Street Overlay" to Vance Corporation of Beaumont, CA in the Amount of \$1,308,987.71 and Establishing a Total Project Budget of \$1,439,886.48 and Rejecting All Other Bids
Recommendation: Adopt Resolution 2024-89.
- 6.12 Consideration of Resolution 2024-90, Approving Amendment No. 1 to the Custodial Services Agreement with Executive Facilities Services in the Amount of \$221,492.44 for FY 2024/2025 Custodial Services at City Facilities
Recommendation: Adopt Resolution 2024-90.
- 6.13 Consideration of Resolution 2024-91, Awarding a Professional Services Agreement to CPS HR Consulting for as Needed Executive Recruitment Services
Recommendation: Adopt Resolution 2024-91
- 6.14 Consideration of Resolution 2024-92, Approving a Professional Services Agreement with Matrix Consulting Group LTD ("Matrix") for the Comprehensive User Fee and Impact Fee Study in an Amount Not-To-Exceed \$96,954.00
Recommendation: Adopt Resolution 2024-92.
- 6.15 Consideration of Resolution 2024-93, Approving a Sole Source Contract with CASC Engineering and Consulting, Inc. for Consulting Services Associated with the Focused General Plan Update Services for Fiscal Year 2024/2025 in the Amount of \$186,485
Recommendation: Adopt Resolution 2024-93.
- 6.16 Consideration of Resolution 2024-94, Approving a Deposit Reimbursement Agreement for the Sansone Group
Recommendation: Approve Resolution 2024-94.
- 6.17 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37389-1, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System
Recommendation: Staff recommends that City Council accepts an easement from Tri Pointe Homes for electric utility purposes for Tract Map No. 37389-1, Lots 'K', 'L', 'O', 'P', and 'Q' within the Atwell Development for the maintenance of the City-owned electric distribution system.
- 6.18 Accept the Notice of Completion for Project No. 2020-01EL, Ivy and Stagecoach Substation

Construction and Authorize the City Manager to Sign and the City Clerk to Record

Recommendation: Staff recommends that City Council accepts Project No. 2020-01EL - Ivy and Stagecoach Substation Construction as complete, authorize the City Manager to sign and the City Clerk to record the Notice of Completion.

6.19 **Accept the Notice of Completion for the Electric Substation Equipment Maintenance Testing Project and Authorize the City Manager to Sign and the City Clerk to Record**

Recommendation: Staff recommends that City Council accepts the Electric Substation Equipment Maintenance Testing Project as complete, authorize the City Manager to sign and the City Clerk to record the Notice of Completion.

6.20 **Accept the Notice of Completion for the Electric Utility Underground Construction Labor and Equipment Work Project and Authorize the City Manager to Sign and the City Clerk to Record**

Recommendation: Staff recommends that City Council accepts the Electric Utility Underground Construction Labor and Equipment Work Project as complete, authorize the City Manager to sign and the City Clerk to record the Notice of Completion.

7. PUBLIC HEARINGS

7.1 **Consideration of Resolution 2024-88, (1) Approving Tentative Parcel Map No. 38164, Allowing the Subdivision of Approximately 47 Gross Acres of Vacant Land Into Three Parcels; (2) Affirming the Planning Commission's Approval of Design Review No. 21-7008 and Denying an Appeal of that Decision and Permitting the Construction of a Proposed 619,959 Square Foot Industrial Warehouse Building, including 10,000 Square Feet of Office Space and a Combined 34,000 Square Feet of Retail/Commercial Buildings, on Real Property Located within the Boundaries of the Sun Lakes Village North Specific Plan Area (APN: 419-140-057); and (3) Adopting an Addendum under the California Environmental Quality Act (CEQA) and Making Findings in Support Thereof, Including Findings of Consistency with the Certified Environmental Impact Report Prepared for Amendment No. 5 to the Sun Lakes Village North Specific Plan (SCH # 2020029074)**

Recommendation: Adopt Resolution 2024-88.

8. REPORTS OF OFFICERS

8.1 **Preliminary Fiscal Year 2024-25 and Fiscal Year 2025-26 Biennial Budget**

Recommendation: Receive and file and provide feedback on Preliminary Fiscal Year 2024-25 and Fiscal Year 2025-26 Biennial Budget

9. DISCUSSION ITEMS

10. ITEMS FOR FUTURE AGENDAS

10.1 NEW ITEMS

10.2 EXISTING ITEMS

1. Grow Banning (Sanchez)
2. Neighborhood Groups/Identities (Minjares)
3. Update on Community Garden (Flynn)
4. Zencity Contract (Flynn)
5. Zoom Options for Public Meetings (Flynn)
6. Update on 150 E Ramsey Street Exclusive Negotiating Agreement (Flynn)
7. Update on 33 S San Geronio Ave Purchase and Sale Agreement (Flynn)
8. Developer Presentation for Sunset Crossroads Project (Flynn)
9. City Manager Evaluation (Flynn)

11. ADJOURNMENT

Next Regular Meeting – June 25, 2024

AFFIDAVIT • DECLARACIÓN JURADA

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website (www.banningca.gov) as well as the Bulletin Board at Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 72 hours in advance of the meeting.



Caroline Patton, Administrative City Clerk
Secretario adjunto de la ciudad

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

Interested in receiving email and/or text notifications of upcoming City Council meetings? Sign up for meeting notifications through the City's website. Pursuant to amended Government Code §54957.5(b), staff reports and other public records related to open session agenda items are available on the City's website (www.banningca.gov).

Public Comment

Agenda Items

Any member of the public may address this meeting of the City Council on any item appearing on the agenda. A five-minute limitation shall apply to each member of the public and no member of the public shall be permitted to share their time with any other person.

Non-Agenda Items

Any member of the public may address this meeting of the Council on any item which does not appear on the regular meeting agenda but is of interest to the general public and is an item upon which the Council may act. A three-minute limitation shall apply to each member of the public and no member shall be permitted to share their time with any other person. No action shall be taken, nor discussion held by the Council, on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of §54954.2 of the Government Code.

Special Assistance/Accessibility Requests

In compliance with the Americans with Disabilities Act, any member of the public may request that the agenda and agenda packet be mailed to them. If you need special assistance to participate in this meeting (such as translation services), please contact the City Clerk's Office. Advanced notification of at least 48 hours prior to the meeting will allow the city to make arrangements to ensure your accessibility.

¿Necesita servicios de traducción para participar? Contacto Oficina del Secretario de la Ciudad.

CONTACT • CONTACTO

City Clerk's Office | 951-922-3102 | CityClerks@banningca.gov
99 East Ramsey Street, Banning, California 92220



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Carla Young, Business Support Manager
Art Vela, Director of Public Works

MEETING DATE: June 11, 2024

SUBJECT: Appoint Two Council Members to the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Broadband Feasibility Grant Stakeholders Committee for FY 2024/2025 and 2025/2026

RECOMMENDATION:

Staff recommends that the City Council appoint a committee to consist of two members from the City Council to participate in the Broadband Feasibility Grant Stakeholders meeting.

BACKGROUND:

The California Public Utilities Commission ("CPUC") has established Local Agency Technical Assistance ("LATA") grants to "support tribes and local agencies in their efforts to expand broadband service to unserved and underserved Californians." Funding from LATA grants is intended for planning work that will facilitate high-speed broadband infrastructure projects.

High-speed and reliable broadband services, generally defined as meeting or exceeding symmetrical 100 Mbps download and upload speeds, are currently unavailable to eastern parts of the City of Banning ("City") and in current and future development areas. The latest census data shows that the City's median household income is among the lowest in Riverside County at \$42,274, 58 percent less than the median County income of \$73,260 in 2019. According to the 2016-2020 U.S. Census, more than 6,400 Banning residents do not have reliable broadband access. The overarching goal of this feasibility study is to enable digital inclusion by providing affordable, easily accessible, high-performance, broadband service to Banning residents and businesses. The City applied for a LATA grant in September 2022 and was awarded funds in November 2022.

On December 12, 2023, City Council approved Resolution 2023-191 authorizing the City to enter into a contract with CTC Technology and Energy to assist with the CPUC LATA Broadband Feasibility Study for the grant. As part of this study, staff has identified 5 groups of stakeholders within the community, which include Schools & Libraries, Businesses, Tribes & CBOs, ISPs and Government. This committee will participate in the Government meeting along with other local government agencies and offices.

JUSTIFICATION:

The City is committed to establishing a solid foundation to assess how to provide this essential broadband service to unserved and underserved residents and businesses. The LATA grant and broadband feasibility study will enable the City to address broadband capacity and connectivity concerns critical to the City's growth and future economic resiliency and make informed decisions related to workforce retention and economic growth and help retain and attract businesses to Banning's growing

population and economy.

In addition, expanding the broadband network will improve operations and the quality of services rendered by City facilities with telecommunication and Supervisory Control and Data Acquisition (SCADA) communication systems specifically for water, wastewater, and electric utilities.

FISCAL IMPACT:

There is no fiscal impact associated with this recommendation for City Council action.

ALTERNATIVES:

1. Appoint (2) Ad-Hoc Committee Members
2. Do not appoint committee members and provide alternative direction to meet grant needs.



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Caroline Patton, Administrative City Clerk

MEETING DATE: June 11, 2024

SUBJECT: Approval of the Meeting Minutes for the May 28, 2024 City Council Meetings

RECOMMENDATION:

Approve the minutes of the May 28, 2024 City Council Meetings.

BACKGROUND:

After every meeting, the City Clerk's Office prepares meeting minutes. The City Council reviews and approves these minutes either as presented or with modifications.

JUSTIFICATION:

These minutes have been prepared as Action Minutes in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).

FISCAL IMPACT:

None

ALTERNATIVES:

1. Approve as recommended.
2. Approve with modifications.

ATTACHMENTS:

1. [2024 05 28_Minutes_Special Meeting - Closed Session.pdf](#)
2. [2024 05 28_Minutes_Special Meeting - Workshop.pdf](#)
3. [2024 05 28_Minutes_Regular Meeting.pdf](#)



The following information comprises the minutes for a special meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

**MINUTES
CITY COUNCIL**

**5/28/2024
SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member David Happe
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: Mayor Pro Tem Rick Minjares

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
Lincoln Bogard, Administrative Services Director
Nicole Jews, Human Resources Manager

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 3:30 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Flynn, Sheri	X	
Happe, David	X	
Minjares, Rick		X
Sanchez, Alberto	X	
Wallace, Colleen	X	

2. PUBLIC COMMENT – Agenda Items

None

3. CLOSED SESSION

Serita Young, City Attorney, read the closed session citation.

3.1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6


Agency Designated Representatives: Doug Schulze, City Manager; Lincoln Bogard, Administrative Services Director; Nicole Jews, Human Resources Manager; Liebert Cassidy Whitmore (City Counsel)

Employee Organization: International Brotherhood of Electrical Workers (IBEW)
General Unit; International Brotherhood of Electrical Workers (IBEW) Utility Unit;
Teamsters; Banning Police Officers' Association (BPOA)

4. **ADJOURNMENT**

The Special City Council meeting adjourned at 4:30 p.m.

Minutes Prepared by:


Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:

https://banningca.granicus.com/ViewPublisher.php?view_id=1



The following information comprises the minutes for a special meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

**MINUTES
CITY COUNCIL**

**5/28/2024
SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member David Happe
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: Mayor Pro Tem Rick Minjares

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 4:30 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Flynn, Sheri	X	
Happe, David	X	
Minjares, Rick		X
Sanchez, Alberto	X	
Wallace, Colleen	X	

2. PUBLIC COMMENT – Agenda Items

- Diego Rose

3. WORKSHOP

3.1. Ring of Honor Selection Committee Appointments

Motion to appoint five members [Laura Leindecker, Kathleen Martin, Linda Pippenger, Coula Ringgold, and Clara Wooten-Thomas] to the Ring of Honor Selection Committee.

Motion by Council Member Wallace
Seconded by Council Member Happe

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	X				
Happe, David	X				
Minjares, Rick					X
Sanchez, Alberto	X				
Wallace, Colleen	X				


Motion approved by a vote of 4-0, with 1 absence.

3.2. Presentation for Blue Zones Team

4. **ADJOURNMENT**

The Special City Council meeting adjourned at 5:12 p.m.

Minutes Prepared by:


Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:

https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Blue Zones Presentation



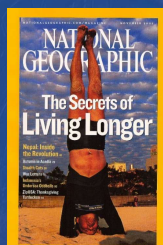
BLUE ZONES™
live better, longer™

Transformation Proposal

BANNING, CALIFORNIA | MAY 2024

WHO WE ARE

Blue Zones brings over 20 years of research, exploration, and solutions from the world's most extraordinary cultures—the blue zones—where people have lived better and longer than anyone else on the planet.



OUR PURPOSE

To empower everyone, everywhere to live better, longer.

OUR PROMISE

More good years.

Partnered with and trusted by leading organizations:



Blue Zones Longevity Hot Spots

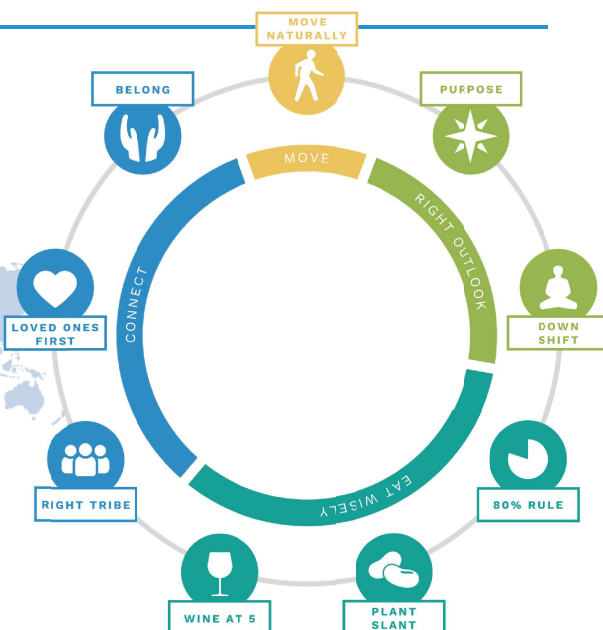


Blue Zones – Solution Model

POWER 9®

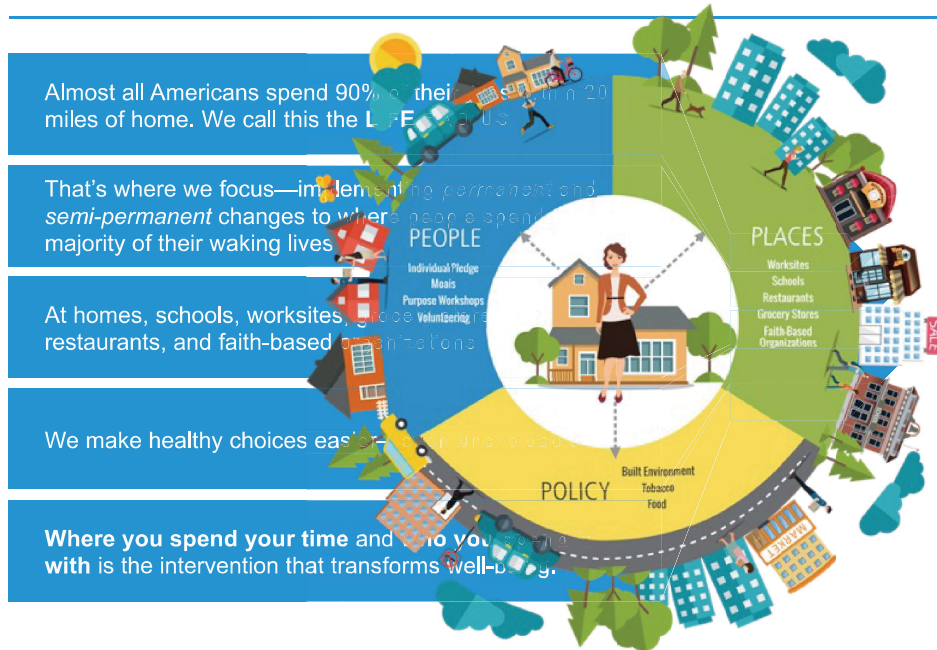
Lifestyles of all Blue Zones residents shared **nine commonalities**.

We call these characteristics the **Power 9**.



Blue Zones – Solution Model

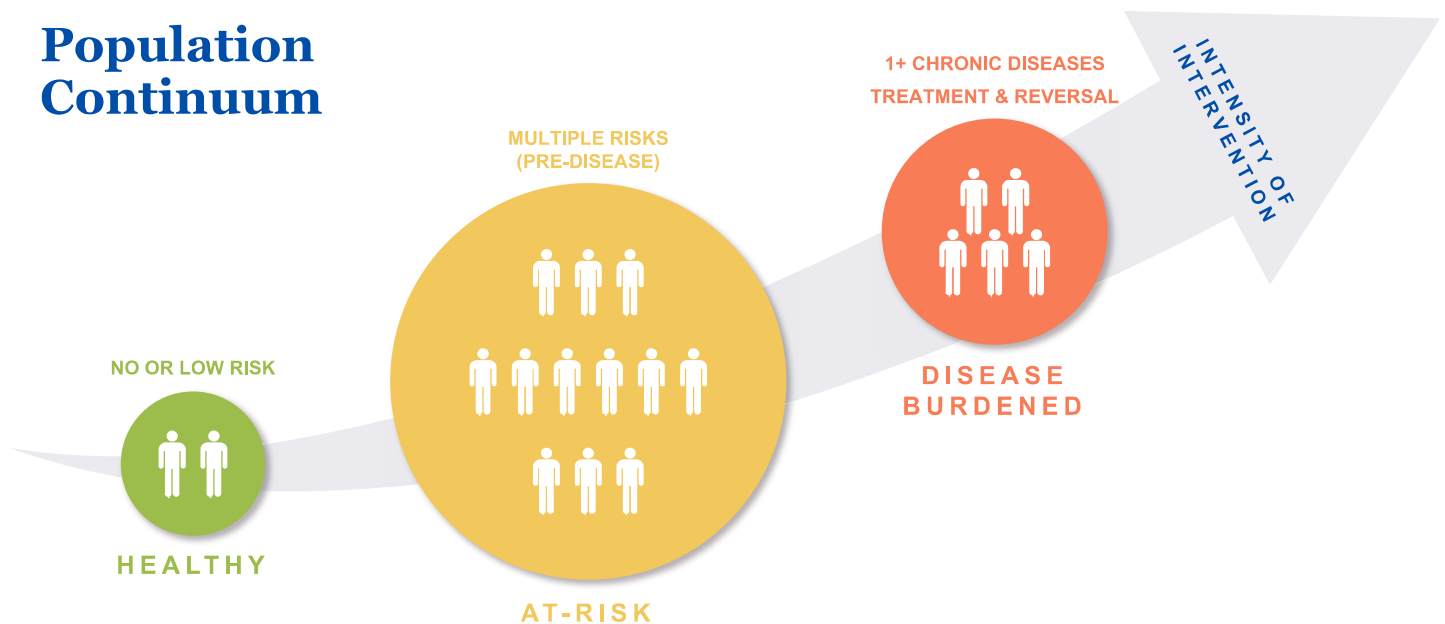
LIFE RADIUS®



BLUE ZONES™ CONFIDENTIAL | 2020 | PAGE 5

A Different Value Model

Population Continuum



BLUE ZONES™ STRICTLY CONFIDENTIAL | PAGE 6

A Different Value Model

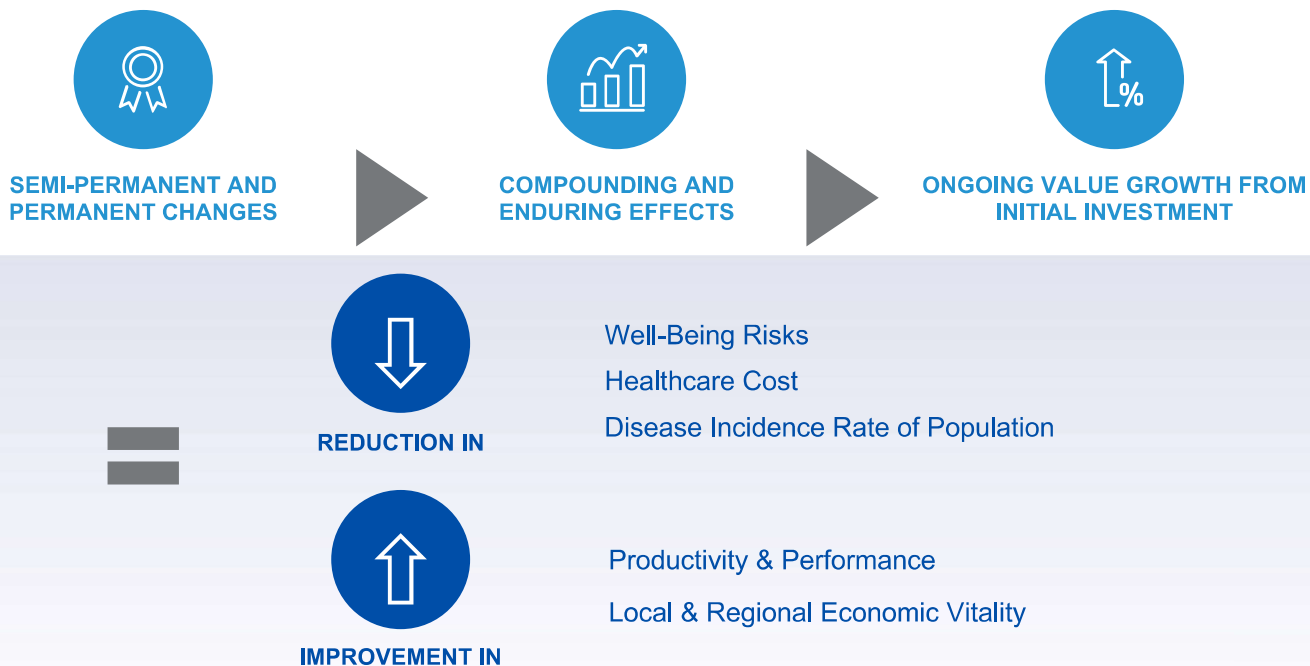
Better outcomes through better lifestyle habits



Reinforce & sustain healthy behaviors

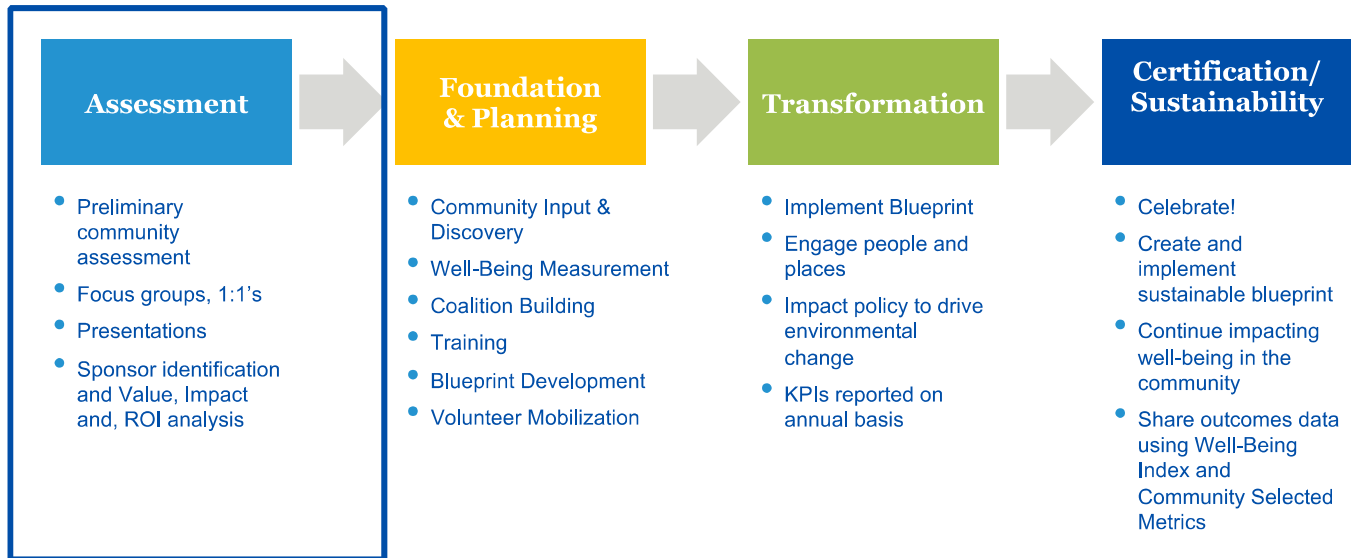
BLUE ZONES® STRICTLY CONFIDENTIAL | PAGE 7

A Different Value Model

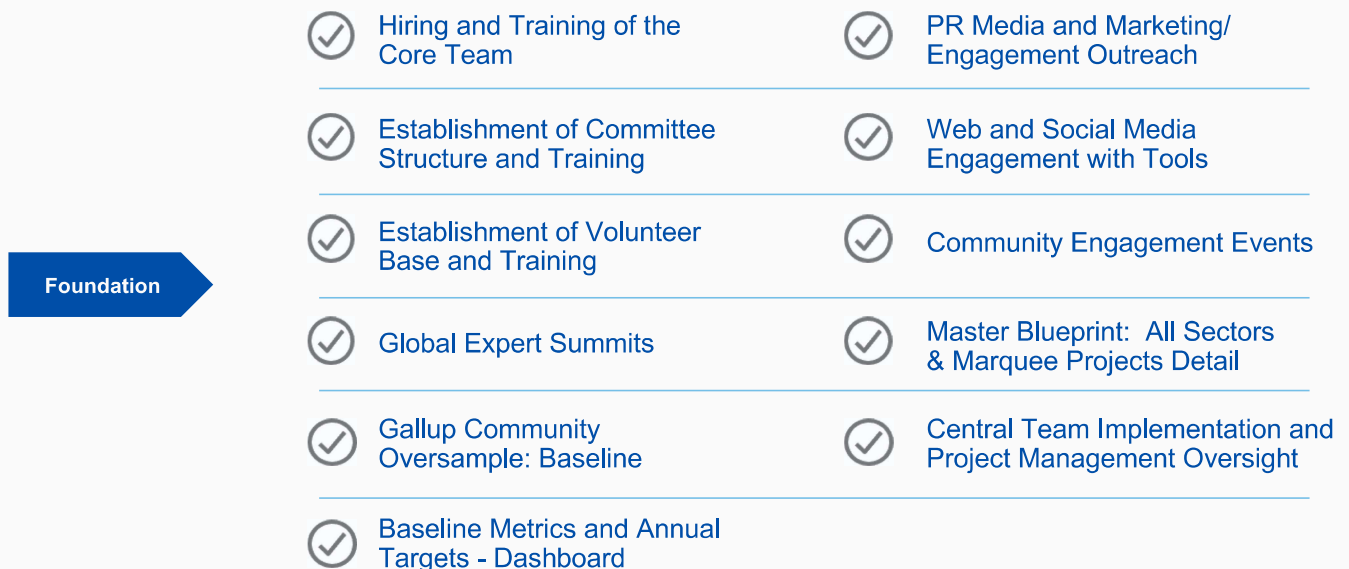


BLUE ZONES® CONFIDENTIAL | 2023 | PAGE 8

Transformation Model Process



Foundation Period



Blue Zones Certification Criteria

Awareness & Engagement of leadership, citizens and organizations

Improvement in Key Components and/or Overall Well-Being

Reduction in Population Health and Well-Being Risks

Evidence of change deployed to people, places and policy

Improvement in key community self-reported metrics

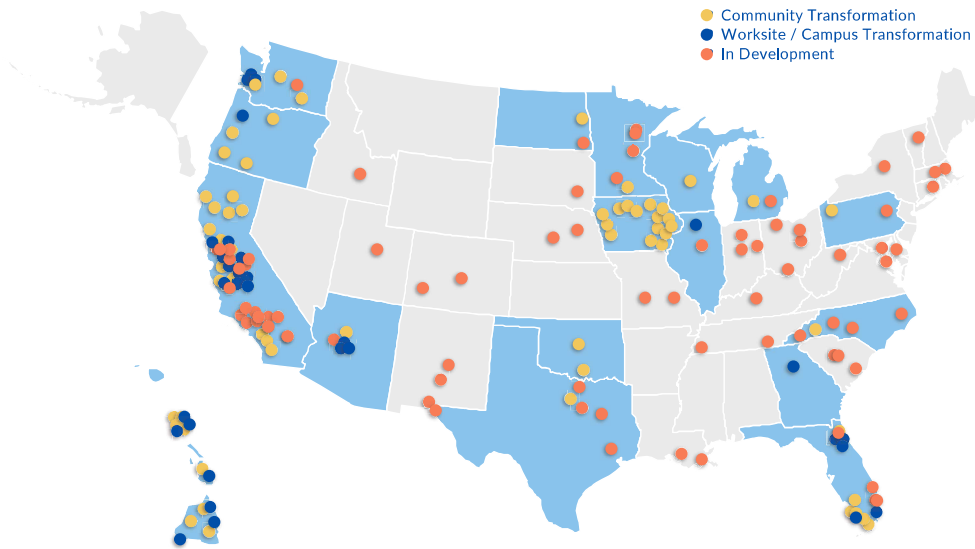


Proven Approach



BLUE ZONES TRANSFORMATIONS

BLUE ZONES HAS DEPLOYED TO 6.5M+ LIVES IN OVER 75 COMMUNITY PROJECTS ACROSS 17 STATES OVER THE COURSE OF 13 YEARS TO IMPROVE HEALTH AND WELL-BEING



13

Measurable Results

> 5% Sustained Improvement in Well-Being

\$40M
Follow-On Grants

- 2.5 years added to life spans within one year of participating in the Blue Zones Project.
- 48% increase in tourism since 2012.
- Jump to 34th place in Minnesota County Health Rankings (previously 68 out of 87 counties)

+55%
Drop in Child Obesity

- 15% drop in overweight/obese adults.
- 10% increase in exercise.
- 17% drop in smoking.
- 12% rise in Life Evaluation.
- \$72M in medical cost and lost productivity savings.

\$20B
Lifetime Reduced Smoking Value

- 15.5% Sixteen-point increase in residents who exercise at least 30 minutes three or more days of the week, now at 62%.
- 90,000 residents and 500 organizations engaged.

\$27M
Medical Claims Redux

- 34% decrease in healthcare expenditures over six years.
- \$27 million reduction in self-insured medical claims.
- Nearly 60% of all employees pledged participation.
- 40% decline in lost work days due to injury.

Blue Zones Sponsors



2021 American Hospital Association Dick Davidson Nova Award

Blue Zones Project Fort Worth

Texas Health Resources, Fort Worth, Texas

Blue Zones Project Fort Worth is a community-led well-being improvement initiative that focuses on changing the environment around us to make healthy choices easier. In 2014, Fort Worth community leaders and volunteers, led by Texas Health Resources, the chamber of commerce and the mayor's office, set out to support policy changes that helped create a more walkable, bike-able community; increase access to healthy foods; and reduce tobacco use. Efforts to achieve these objectives raised Fort Worth's ranking in the Gallup National Health and Well-Being Index from 185th out of 190 metro areas to 31st (tied) out of 156 metro areas by 2018. **The city's 2020 well-being score was unchanged in the midst of the pandemic, and Fort Worth held steady on the dramatic well-being increases made since Blue Zones Project began efforts.** When COVID-19 hit, Blue Zones Project Fort Worth pivoted from programming to supporting community partners in responding to food insecurity. Collaborations included providing meals, fresh foods and pantry items through multiple community groups, funding essential hygiene supplies and providing books and supplies for schools, community centers and homeless services.



“In an age when poor health seems so intractable, you’ve taken this community from a place of resignation to a place of hope.”

— Vivek Murthy, M.D., U.S. Surgeon General, July 2016



THE UNITED STATES
CONFERENCE OF MAYORS

89th Annual Meeting

Creating Community Blue Zones Well-Being Initiatives to Combat Chronic Disease and Comorbidities

WHEREAS, individuals in good health form the first line of defense against infectious disease, including a good chance of mild symptoms and recovery from COVID-19, while those with chronic conditions - such as diabetes, heart disease, and compromised immune systems - are at high risk for severe illness and death; and

WHEREAS, communities traditionally rely on a reactive approach to health focused on causes, consequence, and treatment, while communities with pro-active well-being initiatives focus on prevention, healthy lifestyle and pursuit of well-being; and

WHEREAS, according to the American Heart Association, prior to COVID-19 more than 800,000 Americans die from heart disease every year, costing our health care system \$214 billion per year in lost productivity; and

WHEREAS, according to the American Diabetes Association more than 35 million Americans have diabetes, which can cause serious complications including heart disease, kidney failure, and blindness; and

WHEREAS, the American Diabetes Association in 2017 estimated the medical cost and lost productivity of diabetes at \$327 billion; and

WHEREAS, according to the Center for Disease Control (CDC) obesity affects 19% of children and 42% of U.S. adults, putting them at risk for chronic disease, heart disease, and some cancers. Over a quarter of all Americans 17 and older are obese. Obesity costs the U.S. health care system \$147 billion a year; and

WHEREAS, according to a CDC 2019 report 90 percent of the nation's \$3.5 trillion in annual health care costs are for people with chronic and mental health conditions; and

WHEREAS, mental health awareness, a stressed-out workforce, lifestyle-related diseases, the COVID-19 pandemic, and the coming "silver tsunami" of an active and vibrant older population are all driving demand and innovation for solutions; and

WHEREAS, research indicates physical, mental, financial, and social well-being are interrelated and the best approach includes all these elements; and

The U.S. Conference of Mayors Pass a Resolution Supporting Blue Zones Community Well-Being Initiatives

America's top mayors passed a resolution encouraging cities around the country to adopt a **proactive systems approach to health based on Blue Zones' proven model.**

WHEREAS, engaged and healthier employees and students are more effective and productive, healthy and engaged consumers spend more, and communities with higher well-being have lower healthcare costs, vibrant economies, and thriving workforces; and

WHEREAS, in January of 2021 the Office of the Surgeon General and the United States Department of Health and Human Services released a Community Health and Economic Prosperity report that raised awareness to business leaders of the advantage of investing in community health for the health of their businesses and the health of their local economy. The report shows the return on investment in community well-being is economic development including more prosperity and happiness for individuals, organizations, and the community at large; and

WHEREAS, the City of Fort Worth, Texas has received national recognition for the partnership between city leaders Blue Zones Project - a Well-Being initiative that combined efforts from the City, the Fort Worth Chamber of Commerce, Texas Health Resources and other local funders; and

WHEREAS, Blue Zones Project Fort Worth worked with city leaders to design and implement significant policy initiatives with a goal to make healthy choices easier citywide and make Fort Worth one of the safest, most accessible, equitable and walkable large cities in the United States; and

WHEREAS, the Blue Zones model improves the well-being of entire populations with a systems-focused multi-dimensional effort to reduce the impacts of chronic disease and comorbidities thus reducing the strain on the local hospital systems and the negative impacts on local economies and productivity; and

WHEREAS, communities that create Blue Zones Well-Being initiatives will focus on the creation of a community "Well-Being Movement" including: converting local Directors of Health to Directors of Community Well-Being and launching a City Well-Being Index;

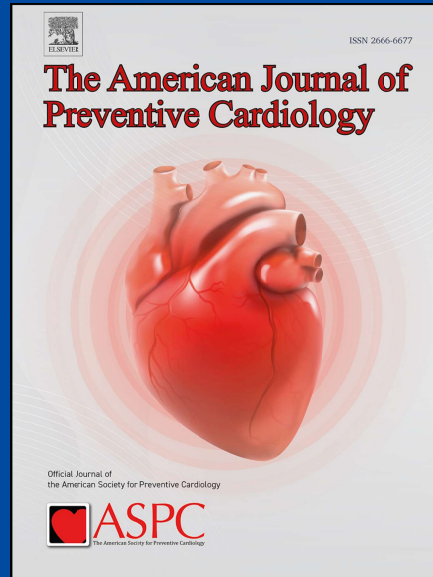
NOW, THEREFORE BE IT RESOLVED, that The United States Conference of Mayors supports the pro-active systems approach to health similar to the City of Fort Worth including focus on prevention, healthy lifestyle and pursuit of optimal well-being, and the creation of Blue Zones initiatives to focus on the creation of a community "Well-Being Movement" including: converting local Directors of Health to Directors of Community Well-Being and launching a City Well-Being Index.

Emerging Proof

20-Year Trend of High Prevalence of Zero Coronary Calcium in the Beach Cities of California: A Blue Zone?

Results: Among 39,401 participants (mean age, 58.1 years; 36% women), 13,374 (34%) had zero CAC. The prevalence of CAC=0 was significantly higher in Beach Cities compared to the rest of California ($p < 0.001$). Across the study period, the prevalence of cardiac risk factors including obesity, smoking, diabetes and hypertension remain significantly lower in Beach Cities.

Conclusions: This study, shows for the first time, that higher prevalence of zero CAC in Beach Cities of California, adds validity to excellent prognosis and longevity in these areas.



Sacramento County Public Health and Blue Zones Partner on Alzheimer's Innovation and Well-Being Initiative

SACRAMENTO COUNTY PUBLIC HEALTH AND BLUE ZONES PARTNER ON ALZHEIMER'S INNOVATION AND WELL-BEING INITIATIVE



Blue Zones initiative includes assessment and plan to help residents live better and longer lives

SACRAMENTO, Calif., July 27, 2023 /PRNewswire/

Sacramento County Public Health has joined forces with Blue Zones, the global leader in longevity research and community well-being transformation, to launch Blue Zones Activate in Sacramento County. The initiative uses an evidence-based approach to make healthy choices easier in all the places people spend the most time. The effort will begin with an in-depth assessment of the County to determine how to make it a dementia-friendly community and a healthier place to live, work, and thrive.

Blue Zones is the proven innovator for improving the well-being of large populations, with remarkable success in businesses, cities, and states across America.

"Sacramento County is steadfast in its mission to enhance the health and well-being of all residents, irrespective of zip code, so that they can live a happy, healthy and long life," said Rich Desmond, Chair of the Sacramento County Board of Supervisors. "Under Governor Newsom's unwavering commitment and leadership in Alzheimer's prevention, we have been presented with remarkable opportunities, including our partnership with Blue Zones for the Alzheimer's Innovation and Well-Being Initiative. The collaboration between Blue Zones, the State, and our County is a source of genuine excitement, as we confront the sobering reality that Alzheimer's disease continues to claim the lives of too many older adults in Sacramento County."

The launch of Blue Zones Activate in Sacramento County is the result of the Governor's Task Force on Alzheimer's Prevention, Preparedness and the Path Forward. Launched in 2019 by Governor Newsom and chaired by Former First Lady of California Maria Shriver, the task force delivered groundbreaking recommendations on preparing California for an aging state and offered long-term Alzheimer's and dementia related solutions.

"As one of the most diverse regions in California, Sacramento County is the perfect place to break ground on this life-saving initiative," said Maria Shriver, Former First Lady of California and Chair of the Governor's Task Force on Alzheimer's Prevention, Preparedness and the Path Forward. "Thank you to Governor Newsom and state leaders for their enduring dedication to reshape the way we care for individuals with dementia and create a future where everyone can age with dignity."

SACRAMENTO COUNTY



Promote • Prevent • Protect

"The launch of Blue Zones Activate in Sacramento County is the result of the **Governor's Task Force on Alzheimer's Prevention, Preparedness and the Path Forward**. Launched in 2019 by Governor Newsom and chaired by Former First Lady of California Maria Shriver, the task force delivered groundbreaking recommendations on preparing California for an aging state and offered long-term Alzheimer's and dementia related solutions."



Value Impact Analysis - Banning

The Official Well-Being Metric

2008
2012
2013
2020

Regions (Sampling)

Individuals (Census)

Global (Sampling)

- ✓ **U.S. WBI:** >3M Surveys Since 2008 (Statistically representative of the U.S. Population)
- ✓ **Global WBI:** >500K Surveys Across 150 Countries
- ✓ **U.S. Panel:** ~20K Respondents Tracked Longitudinally
- ✓ **Well-Being 5 – Real Age:** >2000 Applied Workplaces

Golden Thread Metric – Global, Country, State, Region, Community, Organization, Family and Individual


Purpose

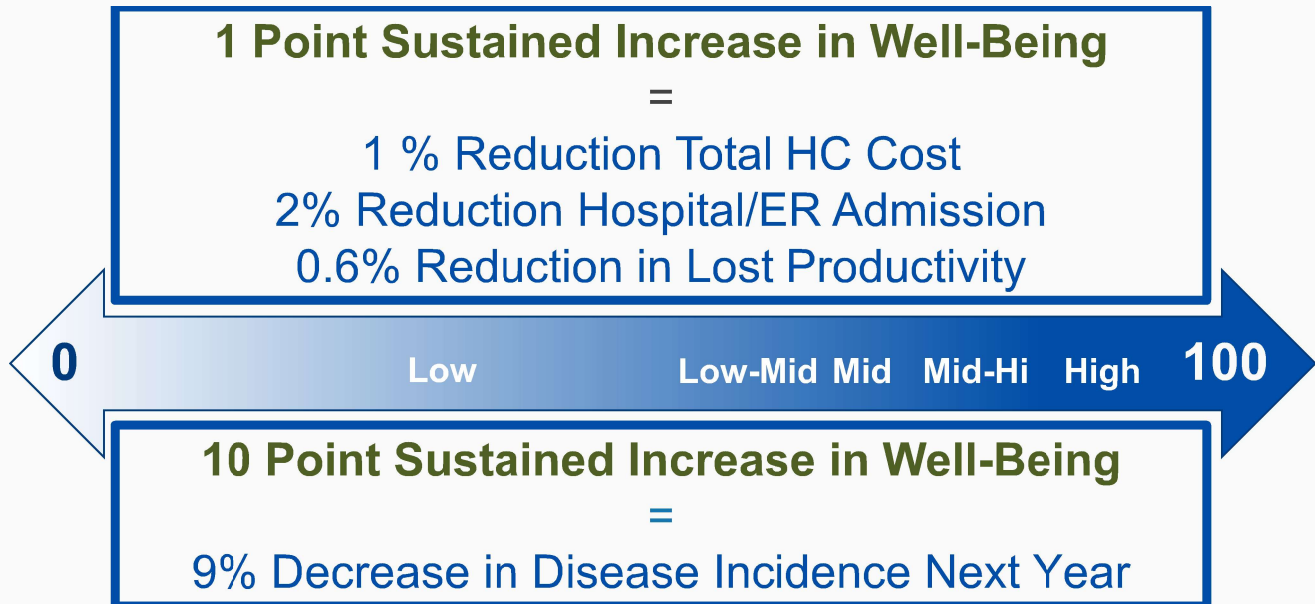
Social

Financial

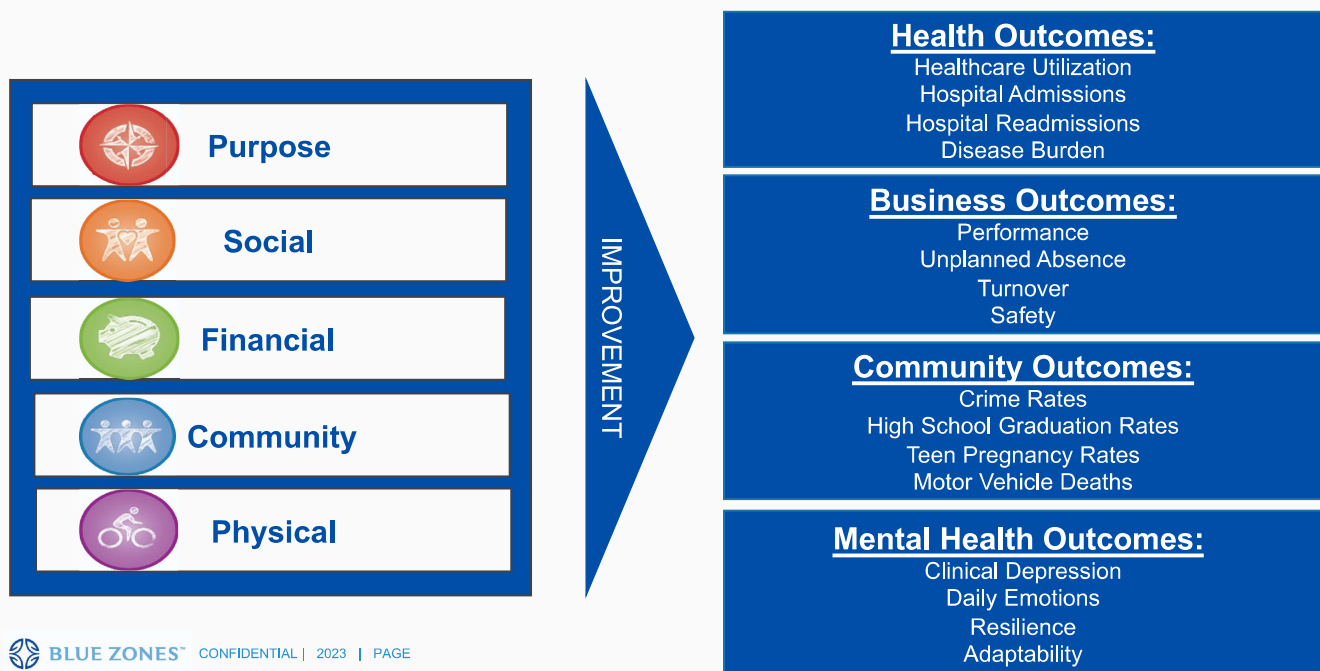
Community

Physical

Well-Being Value Translated



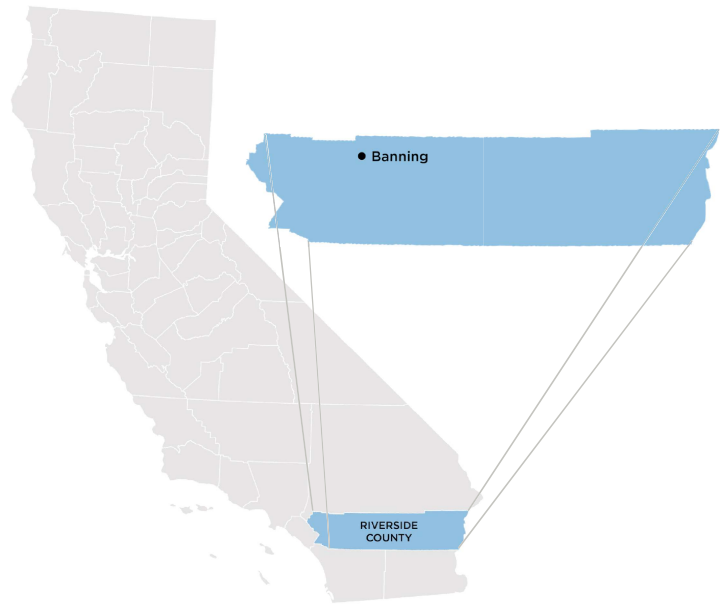
Improving Well-Being Improves Outcomes



Banning
Adult Population 23,456

Banning Population

Total Population			30,300
Under 18	22.6%		6,844
18-64	48.1%		14,589
Over 64	29.3%		8,867
Adult Population			23,456

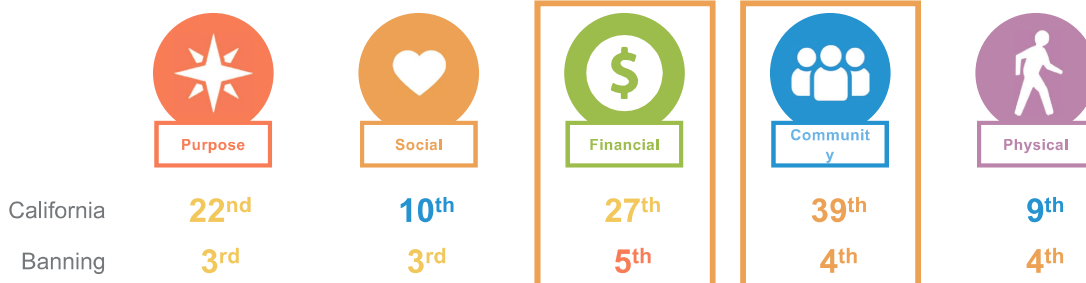
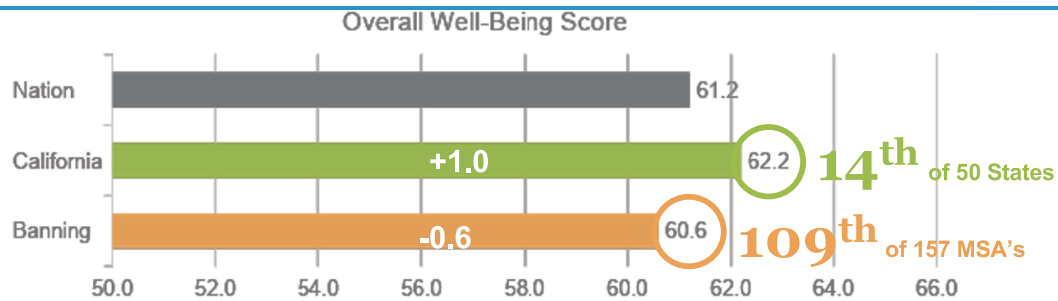


BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 25

Well-Being Elements

BANNING

QUINTILE RANKING



BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 26

*2017-2018 quintile rankings based among the 50 states for California and 157 largest MSA's for Banning

Banning
Adult Population 23,456

Voice of Banning

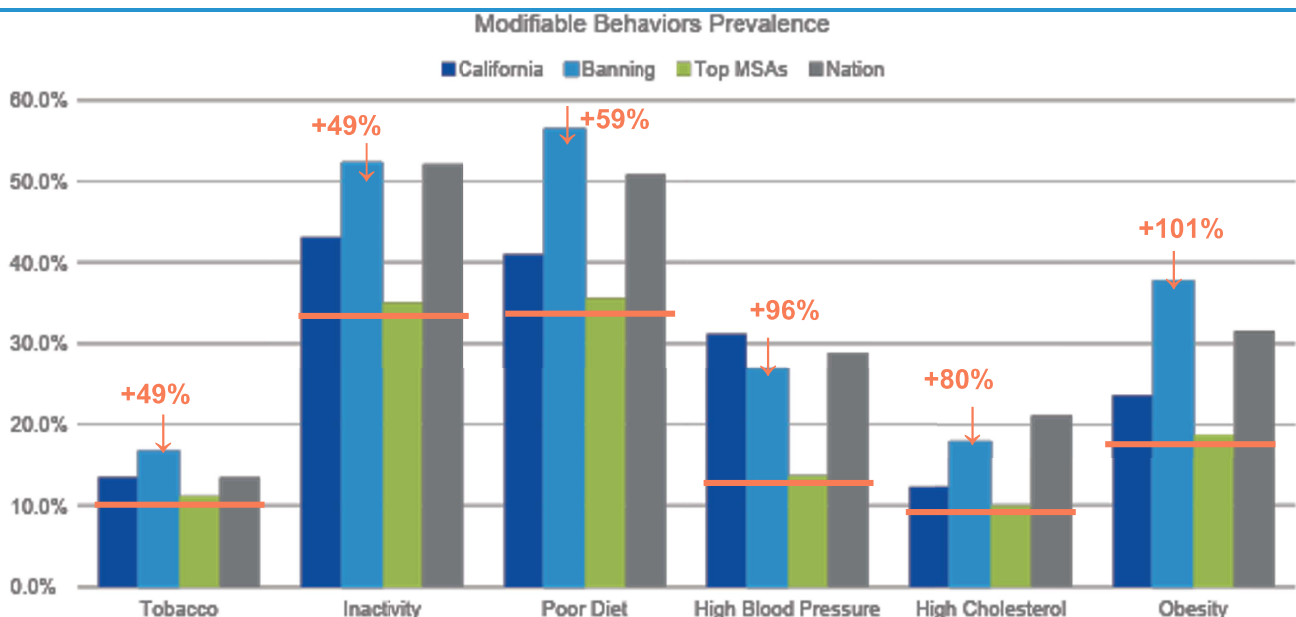
- 1 in 2** Do not exercise at appropriate levels
- 2 in 3** Do not eat sufficient fruits and vegetables
- 2 in 3** Have worried about money in the last week
- 3 in 10** Do not feel safe and secure
- 3 in 4** Are obese or overweight
- 2 in 3** Are not proud of their community
- 1 in 2** Do not have a good perception of their health
- 3 in 10** Have a poor current life evaluation

BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 27

Select Behaviors

BANNING

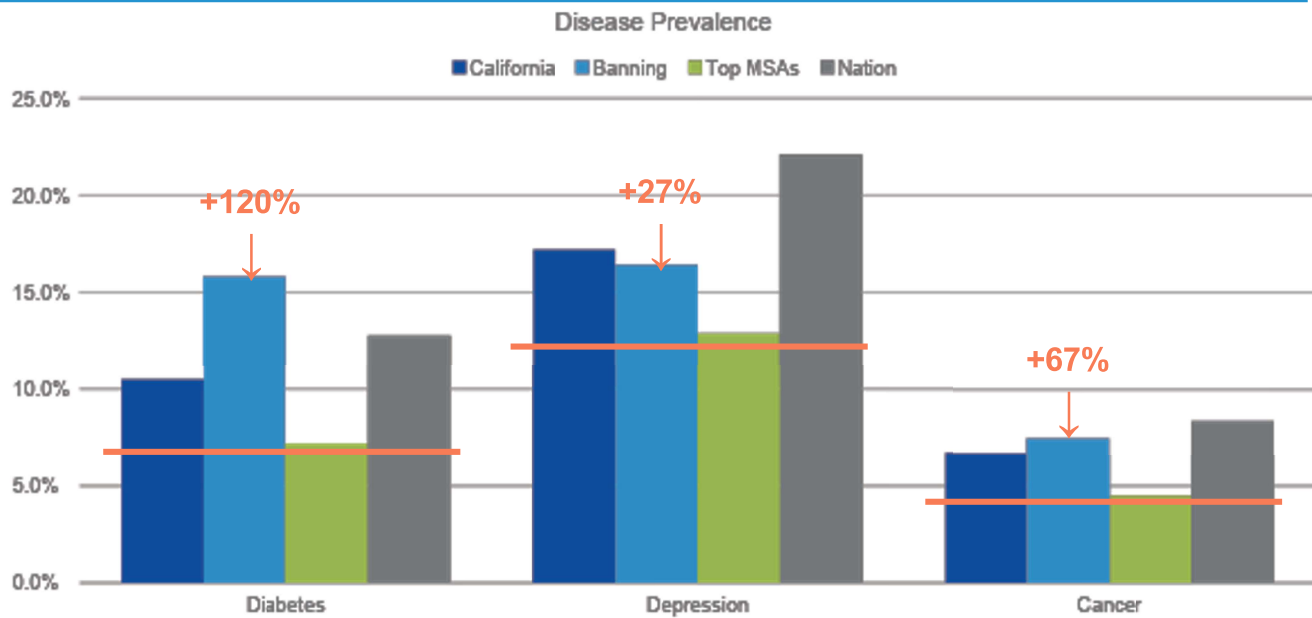
Banning
Adult Population 23,456



BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 28

Disease

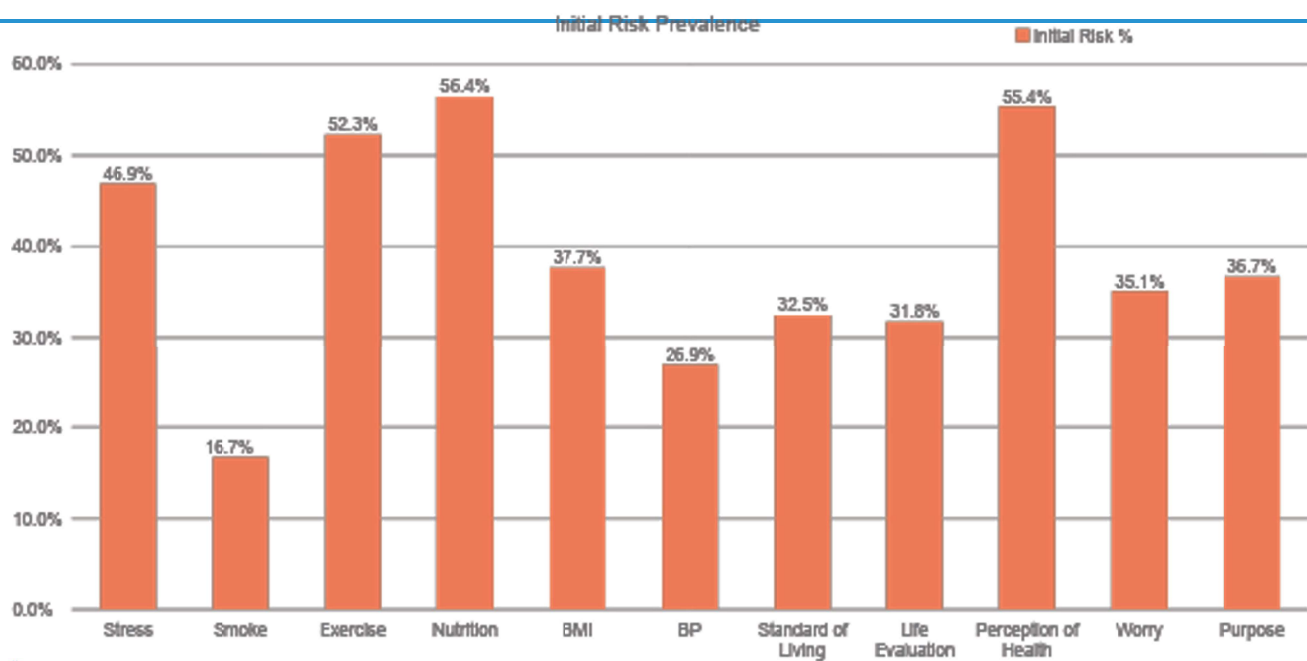
BANNING

Banning
Adult Population 23,456

BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 29

Risk Behaviors and Disease

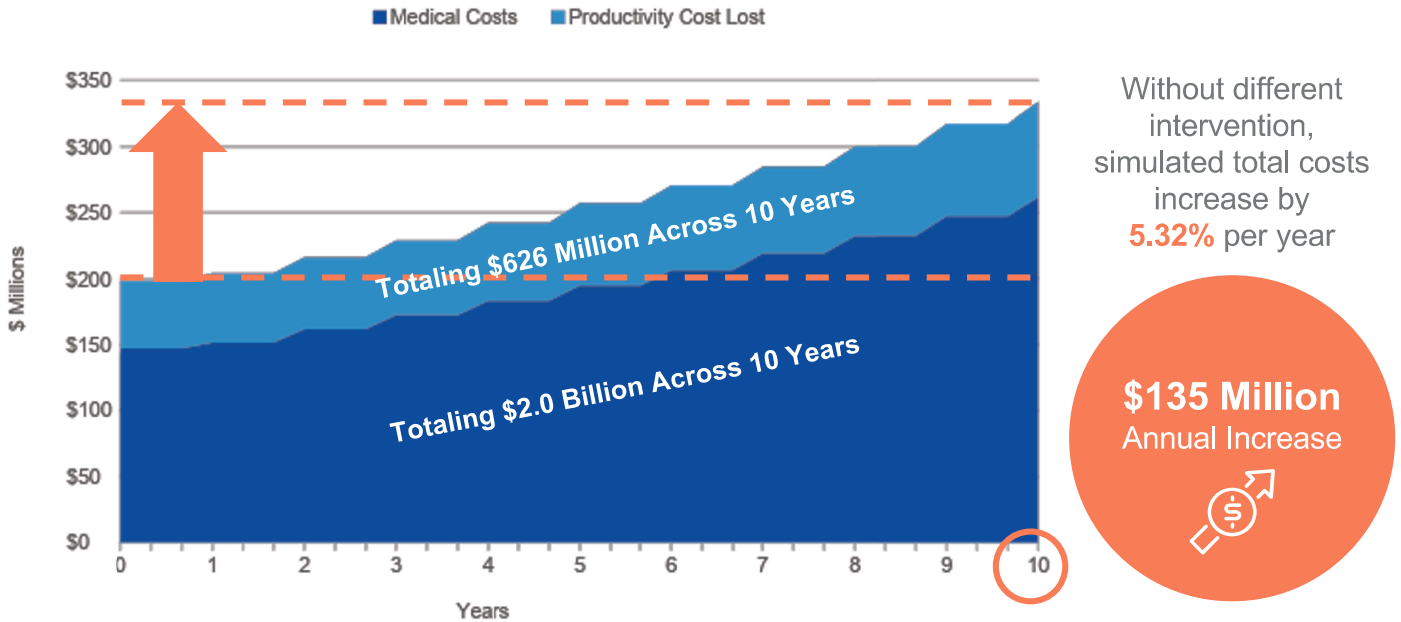
BANNING

Banning
Adult Population 23,456

BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 30

Banning
Adult Population 23,456

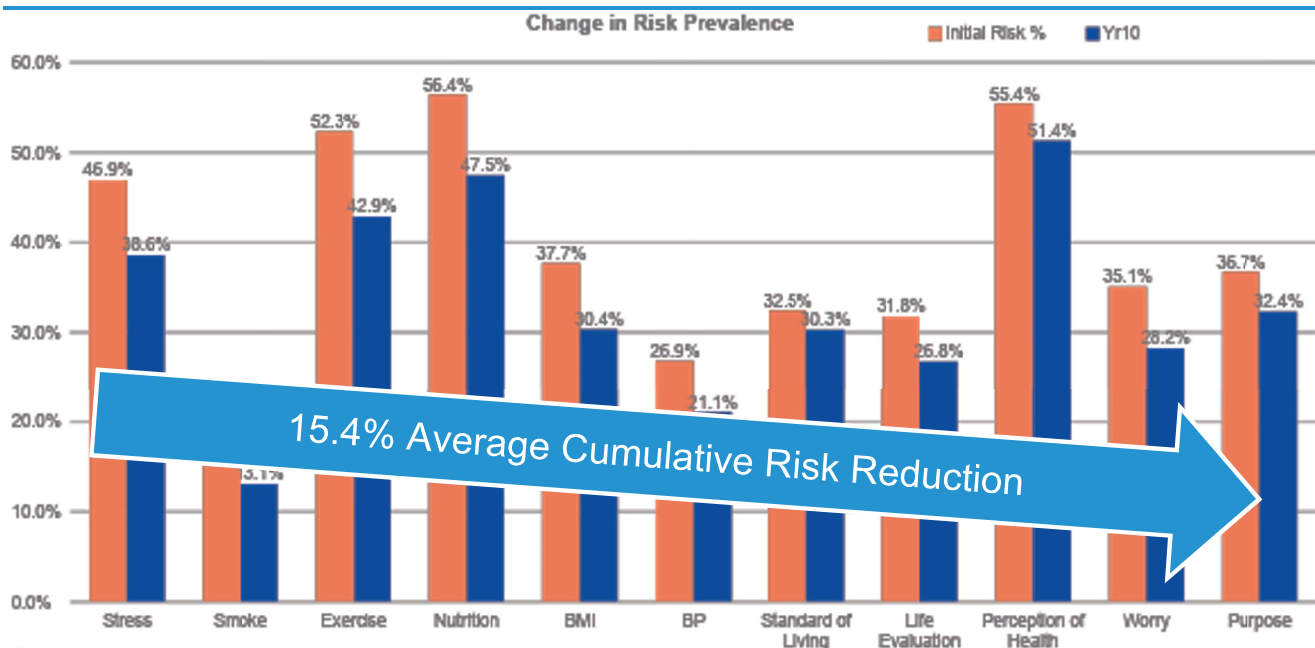
The Cost of Doing Nothing...Differently



BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 31

Banning
Adult Population 23,456

Annual Prevalence Rate Projections



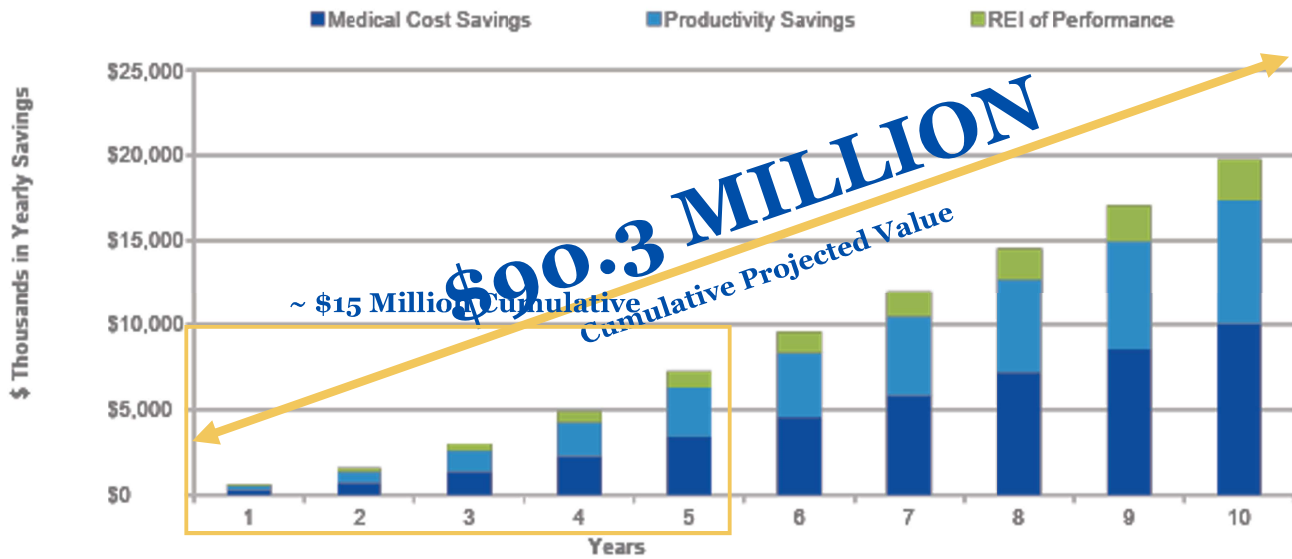
BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 32

Ten Year Impact

BANNING

Medical	Productivity	Regional Economic
\$44.2 Million	\$34.7 Million	\$11.4 Million

Blue Zones Value Opportunity



BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 33

Annual Prevalence Rate Projections

Banning
Adult Population 23,456

Initial %

Yearly Prevalence Rate Projections

RISKS	Risk %	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9	Yr10
Stress	46.9%	4						40.2%	39.6%	39.1%	38.6%
Smoke	16.7%	1						13.5%	13.4%	13.2%	13.1%
Exercise	52.3%	5							44.2%	43.6%	42.9%
Nutrition	56.4%	5						49.2%	48.6%	48.1%	47.5%
BMI	37.7%	3						31.4%	31.1%	30.7%	30.4%
BP	26.9%	25.9%	25.2%	24.3%							21.1%
Standard of Living	32.5%	32.1%	31.8%	31.4%							30.3%
Life Evaluation	31.8%	31.1%	30.5%	29.8%							26.8%
Perception of Health	55.4%	54.8%	54.4%	53.8%							51.4%
Worry	35.1%	34.1%	33.4%	32.4%							28.2%
Purpose	36.7%	36.1%	35.6%	35.0%							32.4%

23,456 Adults
100,489 Well-Being Risks
4.28 Risks / Adult

Blue Zones Impact
15,431 Fewer Well-Being Risks
3.63 Risks / Adult

BLUE ZONES™ CONFIDENTIAL | 2023 | PAGE 34



The following information comprises the minutes for a regular meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

**MINUTES
CITY COUNCIL**

**5/28/2024
REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member David Happe
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: Mayor Pro Tem Rick Minjares

OTHERS PRESENT: Doug Schulze, City Manager
Laurie Sampson, Assistant City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Art Vela, Director of Public Works
Lincoln Bogard, Administrative Services Director

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:35 p.m.

- 1.1. Invocation – Pastor Todd Oldenburg of Thrive Church led the invocation.
- 1.2. Pledge of Allegiance – Mayor Sanchez led the Pledge of Allegiance.
- 1.3. Roll Call

COUNCIL MEMBER	PRESENT	ABSENT
Flynn, Sheri	X	
Happe, David	X	
Minjares, Rick		X
Sanchez, Alberto	X	
Wallace, Colleen	X	

2. AGENDA APPROVAL

- 2.1. Approve Agenda

Motion to approve the agenda.

Motion by Council Member Wallace
Seconded by Council Member Happe

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	X				
Happe, David	X				
Minjares, Rick					X
Sanchez, Alberto	X				
Wallace, Colleen	X				

Motion approved by a vote of 4-0, with 1 absence.

3. PRESENTATIONS

3.1. Proclamation – Honoring Arthur Lee “Art” Welch

4. REPORT ON CLOSED SESSION

Serita Young, City Attorney reported that there was discussion and direction provided to staff, with no final nor reportable action.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, CITY COUNCIL COMMITTEE REPORTS, CITY MANAGER REPORT, AND CITY ATTORNEY REPORT

5.1. PUBLIC COMMENTS

The following individuals addressed City Council during Public Comment:

- Mary Ann Rickena
- Carol Sheppard
- Inge Schuler
- Bill Hobbs
- Steve Cruz
- Diego Rose
- John Hagen
- Jeffrey Platt
- Elizabeth Bennett

5.2. CORRESPONDENCE

None

5.3. APPOINTMENTS

None

5.4. CITY COUNCIL COMMITTEE REPORTS

Council Member Wallace reported on a Community Action Partnership (CAP) meeting and a recent outreach event she participated in at Roosevelt Williams Park. She announced the first Juneteenth at the Park will be happening at Roosevelt Williams Park on Saturday, June 15th beginning at 11:00 a.m.

Council Member Flynn reported on a TUMF meeting she attended, as well as Budget and Finance Committee and Riverside Transit Agency (RTA) meetings.

Council Member Happe had no report.

Mayor Sanchez reported on a Riverside Transit Agency (RTA) meeting he attended.

5.5. CITY MANAGER REPORT

City Manager Schulze reported on the City's newly relaunched website.

5.6. CITY ATTORNEY REPORT

City Attorney Young had no report.

5.7. CITY TREASURER REPORT

Treasurer Geronimo reported on a Budget and Finance Committee meeting.

Mayor Sanchez announced a recess at 6:36 p.m. The meeting was reconvened at 6:54 p.m.

6. CONSENT AGENDA

- 6.1 Approval of the Meeting Minutes for the May 14 and May 21, 2024 City Council Meetings
- 6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of April 2024
- 6.3 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2023-24, Period 9, March 2024
- 6.4 Receive and File Cash and Investments Report for the Month of April 2024.
- 6.5 Receive and File Police Department Statistics for the Month of April 2024.
- 6.6 Receive and File Fire Protection Services Statistics for the Month of April 2024
- 6.7 Public Works Capital Improvement Project Tracking List
- 6.8 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports
- 6.9 City Council Travel and Conference Expense Report Year to Date Fiscal Year 2024 and Ratification Reimbursement for City Council Member Flynn for Southern California Association of Governments 2024 Regional Conference General Assembly May 2-3, 2024, in Palm Desert, Including Mileage and Two-Nights Hotel Stay
- 6.10 Bulky Item Collection and Compost Giveaway Event Update
- 6.11 Consideration of Resolution 2024-75, Adopting an Amended Conflict of Interest Code Containing Revised Designated Positions and Disclosure Categories, and Repealing Resolution 2023-76
- 6.12 Consideration of Resolution 2024-76, Awarding a Professional Services Agreement to MSW Consultants in the Amount of \$107,200 for Annual Assessments of Commercial Collection Services
- 6.13 Consideration of Resolution 2024-77 Approving Final Tract Maps 37388-4, 37388-5, 37388-6 and Release the Maps for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps; Accept Faithful Performance and Labor Bonds for Public Improvements
- 6.14 Second Reading and Adoption of Ordinance 1604, Amending Chapter 3.24 of Title 3 of the Banning Municipal Code concerning the City's Purchasing System

Public Comment

None

Motion to adopt consent agenda items 6.1 to 6.8, 6.10 to 6.11, and 6.13 to 6.14.

Motion by Council Member Wallace

Seconded by Council Member Happe

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	X				
Happe, David	X				
Minjares, Rick					X
Sanchez, Alberto	X				
Wallace, Colleen	X				

Motion approved by a vote of 4-0, with 1 absence.

- 6.9. City Council Travel and Conference Expense Report Year to Date Fiscal Year 2024 and Ratification Reimbursement for City Council Member Flynn for Southern California Association of Governments 2024 Regional Conference General Assembly May 2-3, 2024, in Palm Desert, Including Mileage and Two-Nights Hotel Stay

Doug Schulze, City Manager, presented the staff report. Lincoln Bogard, Administrative Services Director, assisted in presenting the staff report.

Motion to receive and file the City Council Travel and Conference Expense Report and ratify the reimbursement for City Council Member Flynn in the amount of \$325.20.

Motion by Council Member Happe
Seconded by Council Member Flynn

Motion to amend the original motion to direct staff to bring back clarification on the City's Travel Policy.

Motion by Mayor Sanchez

Public Comment

- Frank Connolly
- Diego Rose
- John Hagen

Motion to receive and file the City Council Travel and Conference Expense Report, ratify the reimbursement for City Council Member Flynn in the amount of \$325.20, and request clarification from staff on the City's Travel Policy, directing staff to bring the item back at a future date for refinement.

Motion by Council Member Happe
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	X				
Happe, David	X				
Minjares, Rick					X
Sanchez, Alberto	X				
Wallace, Colleen	X				

Motion approved by a vote of 4-0, with 1 absence.

6.12. Consideration of Resolution 2024-76, Awarding a Professional Services Agreement to MSW Consultants in the Amount of \$107,200 for Annual Assessments of Commercial Collection Services

Art Vela, Director of Public Works, presented the staff report.

Public Comment

- Diego Rose

Motion to adopt Resolution 2024-76.

Motion by Council Member Happe

Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri		X			
Happe, David	X				
Minjares, Rick					X
Sanchez, Alberto	X				
Wallace, Colleen	X				

Motion approved by a vote of 3-1, with 1 absence.

7. PUBLIC HEARING(S)

None

8. REPORTS OF OFFICERS

8.1. FY 2023-24 Budget-To-Actuals and Preliminary Fiscal Year 2024-25 and Fiscal Year 2025-26 Biennial Budget

Lincoln Bogard, Administrative Services Director, presented the staff report.

Public Comment

- Frank Connolly

Motion to table this item to the next regular meeting of the City Council.

Motion by Mayor Sanchez

Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	X				
Happe, David	X				
Minjares, Rick					X
Sanchez, Alberto	X				
Wallace, Colleen	X				

Motion approved by a vote of 4-0, with 1 absence.

9. DISCUSSION ITEM(S)

None

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items

1. Update on 150 E Ramsey Street Exclusive Negotiation Agreement (Flynn)
2. Update on 33 S San Geronio Ave Purchase and Sale Agreement (Flynn)
3. Developer Presentation for Sunset Crossroads Project (Flynn)
4. City Manager Evaluation (Flynn)

10.2. Pending Items:

1. Grow Banning (Sanchez)
2. Neighborhood Groups/Identities (Minjares)
3. Update on Community Garden (Flynn)
4. Zencity Contract (Flynn)
5. Zoom Options for Public Meetings (Flynn)

11. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Sanchez


Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	X				
Happe, David	X				
Minjares, Rick					X
Sanchez, Alberto	X				
Wallace, Colleen	X				

Motion approved by a vote of 4-0, with 1 absence.

The meeting was adjourned at 8:05 p.m.

Minutes Prepared by:


Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:

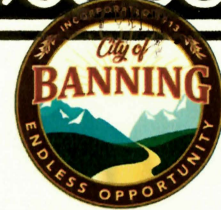
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Proclamation Honoring Art Welch



**CITY OF BANNING
OFFICE OF THE MAYOR**



Proclamation

WHEREAS, Arthur Lee "Art" Welch was born on December 4, 1937, in Cape Girardeau, Missouri; and,

WHEREAS, As a member of Sigma Chi Fraternity, he graduated from Southeast Missouri State in 1960 with a degree in Marketing and Business Management, and that same year, he married his lifelong partner, Jo Ann "Jodie" Thomas. Their union was the beginning of a beautiful journey that saw them welcoming three wonderful children: Lisbeth Welch-Stamos, Jim Welch, and Scott Welch; and,

WHEREAS, Art's professional career spanned 36 years with Merck, where he started in August 1960 and retired in 1996. Beyond his professional accomplishments, Arthur was a pillar of his community. He served on the Banning City Council for 12 years and as the Mayor of Banning for four years. His commitment to public service extended to his roles with the Riverside Transit Agency and as an area representative for Assemblyman Paul Cook and Senators Bill Emmerson, Mike Morrell, and Rosilicie Ochoa-Bogh; and,

WHEREAS, Art Welch served the residents of Banning as a member of the City Council from 2002-2006 and again from 2012-2020, serving as Mayor for multiple terms; and,

WHEREAS, Art served many years in the Pass Area on numerous community and non-profit service groups such as the Sun Lakes HOA Master Board, the San Gorgonio Pass Area Rotary Club, the Banning Chamber of Commerce, Pass Area Supporting Soldiers group and the Table of Plenty; and,

WHEREAS, Art's life was rich with family and community. He was an elder in the Beaumont Presbyterian Church and a charter member of the San Gorgonio Pass Rotary. He leaves behind a loving family, including seven grandchildren and three great-grandchildren, and a remarkable tally of 23 family dogs and some beloved cats, who were always part of the Welch household. He is preceded in death by his parents, Robert and Louise Welch, his brother John Welch, and his great-granddaughter Alexis Denice Montgomery; and,

WHEREAS, Art's life was a testament to hard work, community service, and devotion to family; and,

WHEREAS, Art, a cherished resident of Banning, California, passed away on May 17th, 2024, leaving behind a legacy of dedication and love.

NOW THEREFORE, I, Alberto Sanchez, Mayor of the City of Banning, do hereby proclaim that the City Council of the City of Banning honor Mr. Arthur Lee "Art" Welch for his long-standing service to the City of Banning, the Pass Area, and its citizens.

BE IT PROCLAIMED this 28th day of May, 2024.

Alberto Sanchez, Mayor



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Caroline Patton, Administrative City Clerk

MEETING DATE: June 11, 2024

SUBJECT: Consideration of Resolution 2024-78, Calling for the Holding of a General Municipal Election on Tuesday, November 5, 2024 for the Election of Three Members of the City Council to Four Year Terms Representing Districts 1, 2, and 3, and One Member of the City Council Representing District 4 to the Remaining Two Years of that Term, and for the Election of the At-Large City Clerk and City Treasurer Positions to Four Year Terms, All as Required by the Provisions of the Laws of State of California Relating to General Law Cities and the Banning Municipal Code, and Requesting Consolidation of the General Municipal Election with the Statewide General Election to be Held on the Same Day

RECOMMENDATION:

Adopt Resolution 2024-78.

BACKGROUND:

Per the California Elections Code, a resolution needs to be adopted calling for a General Municipal Election to be held on Tuesday, November 5, 2024. Adoption of this resolution must meet the requirements of the California Elections Code and be submitted to the Riverside County Registrar of Voters by June 28, 2024.

JUSTIFICATION:

This action is required under Elections Code Sections 330, 10002, and 10403.5.

FISCAL IMPACT:

Staff have budgeted \$53,000 for this election cycle, including advertising all public notices and election administration performed by the Riverside County Registrar of Voters.

ALTERNATIVES:

Do not adopt Resolution 2024-78 and provide staff alternate direction.

ATTACHMENTS:

1. [Resolution 2024-78, Calling an Election.docx](#)

RESOLUTION 2024-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF THREE MEMBERS OF THE CITY COUNCIL TO FOUR YEAR TERMS REPRESENTING DISTRICTS 1, 2, AND 3, AND ONE MEMBER OF THE CITY COUNCIL REPRESENTING DISTRICT 4 TO THE REMAINING TWO YEARS OF THAT TERM, AND FOR THE ELECTION OF THE AT-LARGE CITY CLERK AND CITY TREASURER POSITIONS TO FOUR YEAR TERMS, ALL AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND THE BANNING MUNICIPAL CODE, AND REQUESTING CONSOLIDATION OF THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY

WHEREAS, under the provisions of the laws relating to general law cities in the State of California and Section 2.04.035 of Chapter 2.04 of the Banning Municipal Code a General Municipal Election shall be held on Tuesday, November 5, 2024, for the election of Members of City Council for the full term of four years representing Districts 1, 2 and 3 as set forth on the Adopted Electoral District Map attached as **Exhibit A** and currently held by the following officers:

Council Member District 1 – Incumbent Alberto Sanchez
Council Member District 2 – Incumbent Rick Minjares
Council Member District 3 – Incumbent Sheri Flynn; and

WHEREAS, under the provisions of the laws relating to general law cities in the State of California and Section 1.12.030 of Chapter 1.12 of the Banning Municipal Code, a General Municipal Election shall also be held on Tuesday, November 5, 2024, for the at-large election of Municipal Officers for the full term of four years, currently held by the following officers:

City Clerk – Incumbent Marie A. “Toni” Calderon
City Treasurer – Incumbent Alejandro Geronimo; and

WHEREAS, Council Member Reuben Gonzales was elected to a four-year term of office at the November 8, 2022 election and, prior to his resignation, was serving in the first half of his four year term; and

WHEREAS, on December 12, 2023, Council Member Gonzales submitted a signed written letter of resignation to the City Clerk’s Office effective as of that date; and

WHEREAS, at the regular City Council meeting held on January 9, 2024, the City Council voted to fill that the vacant office of City Council Member for District 4 by appointment pursuant to Government Code Section 36512(b)(2)(A); and

WHEREAS, at the Special City Council Meeting held on February 6, 2024, more than 130 days prior to the City’s next General Municipal Election, the City Council appointed David Happe to fill the vacancy in the office of City Council Member for Council District 4, and in accordance with Government Code Section 36512(b)(2)(A), until the November, 2024 General Municipal Election, at which an individual will be elected to serve the two years remaining in the term that will expire in 2026 representing District 4 as set forth on the Adopted Electoral District Map attached as **Exhibit A** and currently held by the following officer:

Council Member District 4 – Appointed Incumbent David Happe; and

WHEREAS, Under Part 3 of Division 10 of the Elections Code, beginning at Section 10400, elections called by various governing bodies may be partially or completely consolidated with the consent of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. Call for Election. Pursuant to the requirements of the laws of the State of California relating to general law cities, there is hereby called and ordered to be held in the City of Banning, County of Riverside, State of California, on Tuesday, November 5, 2024, a General Municipal Election of the qualified electors of the City for the following purposes:

(a) In Council Districts 1, 2, and 3, the qualified voters of each District shall elect one Member of the City Council representing District 1, one Member of the City Council representing District 2, and one Member of the City Council representing District 3, respectively, each for a full four-year term;

(b) Citywide, the qualified voters shall elect at-large a City Clerk and City Treasurer, each for a full four-year term, and

(c) In Council District 4, the qualified voters of the District shall elect one Member of the City Council representing District 4 for the remaining two-year term, which expires in November 2026.

SECTION 2. Request to Consolidate. Pursuant to Elections Code Section 10403, the Banning City Council hereby requests that the Board of Supervisors of the County of Riverside consolidate the City's General Municipal Election with the Statewide General Election to be conducted in the County on November 5, 2024 and that, within the City of Banning, the precincts, polling places, and election officers of the elections be the same, and that the Riverside County Registrar of Voters canvass the returns of the election, and that the election be held in all respects as if there were only one election. The City Council acknowledges that the election will be held and conducted according to procedures in the Elections Code, including Section 10418.

SECTION 3. Riverside County Registrar Authorized to Administer Election. Under Elections Code Section 10002, the Banning City Council further requests that the Riverside County Board of Supervisors permit the Registrar of Voters office to render services to the City of Banning relating to the conduct of the City's General Municipal Election on November 5, 2024. The City Council requests and authorizes the Riverside County Registrar to administer the election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 4. Time for Opening and Closing of Polls. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.

SECTION 5. Ballots. The ballots to be used at the election shall be in the form and content as required by law. Candidates seeking election to partial term representing District 4 shall be

nominated separately from candidates seeking election to full terms on the City Council representing Districts 1, 2, and 3 and the offices shall appear separately on the ballot.

SECTION 6. Conduct of Election. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of Election. The City Clerk of the City of Banning will give notice of such election by publication in the local newspaper.

SECTION 8. Filing of Resolution with Registrar. The City Clerk of the City of Banning is authorized and directed to file a certified copy of this Resolution forthwith with the Clerk of the Board of Supervisors of Riverside County and the Registrar of Voters.

SECTION 9. Additional Notice. Notice of the time and place of holding the election is given and the City Clerk and Registrar are authorized, instructed and directed to give such further or additional notice of the election, in time, form and manner as may be required by law.

SECTION 10. Certification of Resolution. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-78, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

**MAP OF COUNCIL DISTRICTS BOUNDARIES
As Updated by Ordinance 1581 in March 2022**

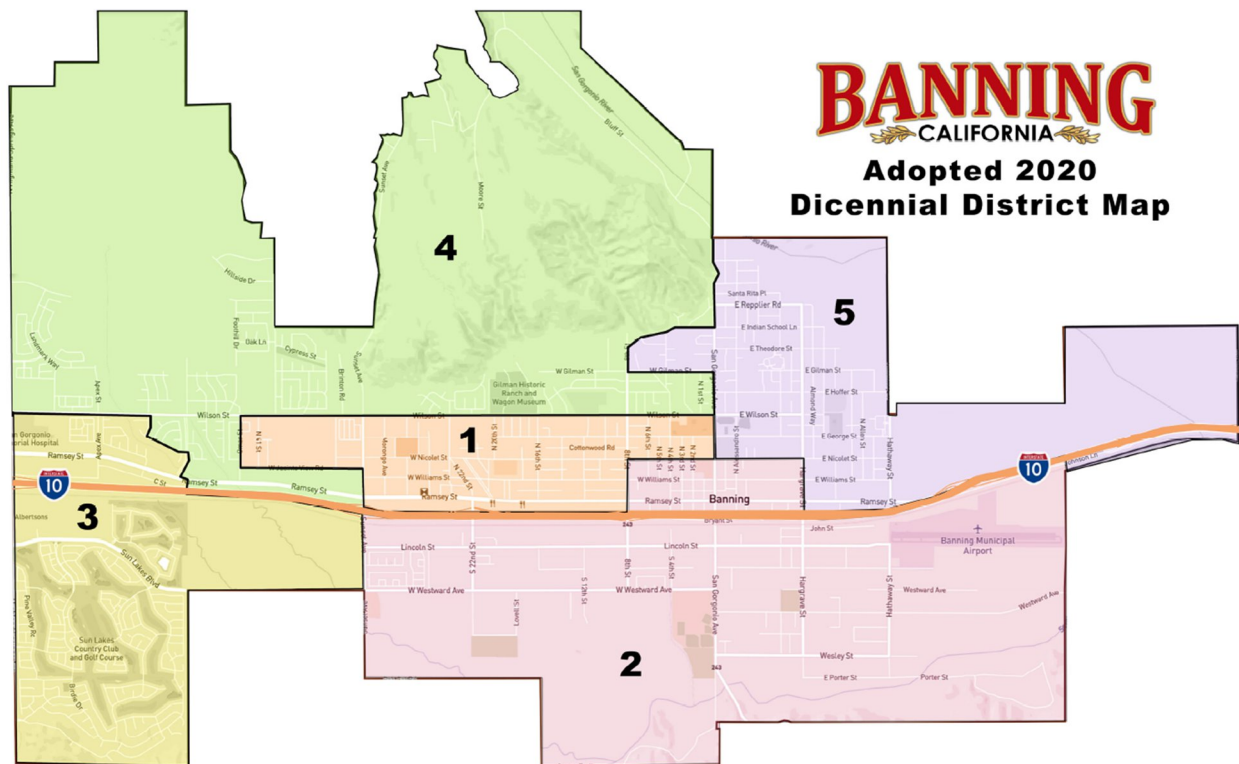


EXHIBIT A

DETAILED 2020 ADOPTED DISTRICT BOUNDARIES

District 1: Beginning at the intersection of Sunset Avenue and I-10, proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar until Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding southerly along San Gorgonio Avenue until Nicolet Street; thence proceeding westerly along Nicolet Street until Eighth Street; thence proceeding southerly along Eighth Street until I-10, thence westerly along I-10 to Sunset Avenue which is the point of origin.

District 2: Beginning at the intersection of Westward Avenue and Sunset Avenue; proceeding northerly along Sunset Avenue until I-10; thence proceeding easterly along I-10 until 8th Street; thence proceeding northerly along 8th Street until Nicolet Street; thence proceeding easterly along Nicolet Street until Hargrave Street; thence proceeding southerly along Hargrave Street until I-10; thence proceeding easterly along I-10 until the border of the Morongo Tribal Reservation; thence proceeding southerly along the border of the Morongo Tribal Reservation until the City border; thence proceeding clockwise along the City border until the point of origin.

District 3: Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding southerly along Sunset Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

District 4: Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar to Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Road; thence proceeding westerly along Gilman Road until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding counter-clockwise along the City border until point of origin.

District 5: Beginning at the intersection of the Morongo Tribal Reservation and the southern border of the City, proceeding northerly along the border of the Morongo Tribal Reservation until I-10; thence proceeding westerly along I-10 until Hargrave Street; thence proceeding northerly along Hargrave Street until Nicolet Street; thence proceeding westerly along Nicolet Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Street; thence proceeding westerly along Wilson Street until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Brandon Smith, Lieutenant
Derek Thesier, Acting Chief of Police

MEETING DATE: June 11, 2024

SUBJECT: Consideration of Resolution 2024-79, Approving the Purchase of 908 Devices Inc. MX908 Handheld High-Pressure Mass Spectrometer (HPMS)

RECOMMENDATION:

Adopt Resolution 2024-79.

BACKGROUND:

The Banning Police Department strives to provide a safe community for all residents and visitors to the City of Banning, while protecting the safety of department staff. Part of that involves the investigation and enforcement of illegal drugs and suspicious/unknown substances. Currently the Banning Police Department does not have a safe way to field test narcotics, including fentanyl. Allowing the purchase of a 908 Devices MX908 Multi-Threat Detection Handheld High Pressure Mass Spectrometer will allow for safe field testing of unknown substances at trace levels, while reducing the officer's risk of exposure to possible fentanyl, chemical weapons, or other dangerous substances.

JUSTIFICATION:

To assist in the mission of the Banning Police Department, there are available tools and equipment that can increase our probability of success and allow us a safer venue to not only our officers, but for the public. This is especially serious when it pertains to analysis and testing of fentanyl and possible explosive material and chemical weapons. One of these tools is the MX908 Multi-Threat Detection Handheld High Pressure Mass Spectrometer (HPMS) made by 908 Devices.

The dramatic increase of fentanyl being encountered by law enforcement personnel in the past two years has increased the threat of exposure and devastating results. The MX908 HPMS uses trace sampling swabs for reliable field-testing analysis, while reducing the risk of exposure to the officer. The device leverages high-pressure mass spectrometry to deliver dramatically enhanced sensitivity and broader threat category coverage not seen in any other detection device. This is second generation technology that increases mission support with unmatched flexibility and trace detection power for responders in narcotics, explosives, chemicals, and hazmat investigations.

The MX908 can detect trace levels of vapors, solids, and liquids. Detection of trace amounts will also increase the safety of the operator. Not having to get a large sample will lessen the likelihood of exposure. This is paramount when dealing with possible fentanyl or other synthetic opioids which can kill with extremely small doses. The MX908 can detect over 2000 fentanyl analogs, far exceeding other detection devices on the market. This device is also designed to be portable and rugged enough to be used in harsh environments.

908 Devices Inc. is the sole manufacturer and sole service provider of MX908 Handheld High Pressure Mass Spectrometer (HPMS™), the ONLY available handheld HPMS system, as well as all MX908 accessories, including but not limited to the Aero Module and Beacon Area Monitoring solution. Additionally, 908 Devices Inc. is the ONLY authorized point of service, support, and maintenance for these systems, including certified training, warranty, repair, upgrades and technical support and has been determined to be a sole source purchase.

MX908 is the only available handheld HPMS (high pressure mass spec) on the market for use in public safety. MX908 utilizes patented technology. List of patents available as needed.

FISCAL IMPACT:

Revenue has been provided by the Community Corrections Partnership Executive Committee in the amount of \$238,150 in Fiscal Year 2023/24. Reimbursement for Post-Release Accountability Compliance Team (PACT) equipment as needed for the assigned officer has been approved in the amount of \$81,926.33. An additional appropriation request in the amount of \$81,926.33 in the Fiscal Year 2023/24 account 001-2200-421.90.56 will be used to purchase the MX908 handheld device.

The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

ALTERNATIVES:

1. Adopt Resolution 2024-79 as recommended.
2. Do not approve Resolution 2024-79 and provide alternative direction to staff. The City Council may choose to reject this action which would result in unused PACT funds already awarded to the City of Banning going unused.



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Kevin Sin, Senior Civil Engineer
Art Vela, Director of Public Works

MEETING DATE: June 11, 2024

SUBJECT: Consideration of Resolution 2024-80, Approving a List of Projects to be Funded for Fiscal Year 2024/2025 by SB 1 “The Road Repair and Accountability Act of 2017”

RECOMMENDATION:

Adopt Resolution 2024-80.

BACKGROUND:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation shortfalls statewide.

SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year. The City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1. The list of projects must be included in the City budget and must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

The City will receive an estimated \$799,761 in RMRA funding in Fiscal Year 2024/2025 from SB 1. City staff relies on the City's Pavement Management System to develop the SB 1 projects list to ensure revenues are being used in an efficient and cost-effective manner.

The preliminary cost estimate for these proposed projects is \$795,000 as listed below.

- Lincoln Street AC Overlay (from 22nd Street to 8th Street) - \$320,000
- 12th Street AC Overlay (from Westward Avenue to Barbour Street) - \$60,000
- Highland Home Road Slurry Seal (from Wilson Street to Ramsey Street) – \$80,000
- Banning Ramsey Street Pedestrian Safety Improvement (Ramsey Street at 16th Street, 6th Street, 2nd Street, and at Martin Street) - \$335,000

JUSTIFICATION:

Local agencies are required to submit a list of projects to be funded by RMRA funds to the California Transportation Commission (CTC) by July 1, 2024 in order to receive funding for Fiscal Year 2024/2025.

FISCAL IMPACT:

The State Department of Finance estimates that the City of Banning will receive \$799,761 in RMRA

funding in FY 2024/2025 from SB 1.

ALTERNATIVES:

The City Council may choose not to adopt Resolution 2024-80 at this time, which as a result the City will not be eligible to receive SB 1 funding for the Fiscal Year 2024/2025.

ATTACHMENTS:

1. [Resolution 2024-80, SB1 Projects List.docx](#)

RESOLUTION 2024-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/2025 TO BE FUNDED BY SB 1 “THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017”

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$799,761 in RMRA funding in Fiscal Year 2024/2025 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used in an efficient and cost effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate four street projects, add active transportation infrastructure throughout the City this year and hundreds of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in at lower risk condition and this revenue will help increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning, State of California, as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. City Council adopts Resolution 2024-XX, adopting a List of Projects to be Funded by SB 1: The Road Repair and Accountability Act of 2017.

SECTION 3. City Council authorizes the City Manager or his designee to make necessary budget adjustments and to receive and record SB 1 funding in a manner necessary to comply with the requirements of SB 1.

SECTION 4. The Fiscal Year 2024/2025 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are attached hereto as Exhibit "A".

SECTION 5. The City Clerk is authorized to certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-80, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

City of Banning FY 2024-2025 SB 1 Projects

Proposed Projects List

Project Title	Project Description	Project Location	Estimated Useful Life	Anticipated Start of Project	Anticipated Completion of Project
Lincoln Street AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; repair concrete curb and gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Lincoln Street from 22 nd Street to 8 th Street	10 - 15 yrs	June 2025	October 2025
12th Street AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; repair concrete curb and gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	12 th Street from Westward Avenue to Barbour Street	10 - 15 yrs	June 2025	October 2025
Highland Home Road Slurry Seal	Apply crack seal and slurry seal on existing AC pavement; repair concrete curb & gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Highland Home Road from Wilson Street to Ramsey Street	5-7 yrs	June 2025	October 2025
Banning Ramsey Street Pedestrian Safety Improvements	Install/upgrade pedestrian crossings at uncontrolled locations; install Rectangular Rapid Flashing Beacon (RRFB).	Ramsey Street at 16 th Street, 6 th Street, 2 nd Street, and Martin Street	10 - 15 yrs	October 2004	March 2025



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Holly Stuart, Public Works Program Manager
Arturo Vela, Director of Public Works

MEETING DATE: June 11, 2024

SUBJECT: Consideration of Resolution 2024-81, Approving Amendment No. 4 to the Professional Services Agreement with Mariposa Landscapes, Inc. in the Amount of \$148,372 for FY 2024/2025 City Property Landscape Maintenance

RECOMMENDATION:

Adopt Resolution 2024-81.

BACKGROUND:

On June 28, 2022, Resolution 2022-86 was approved awarding a Landscape Maintenance Agreement with Mariposa to provide landscape maintenance to various City properties for an annual amount of \$140,807.

On February 14, 2023, Amendment No. 1 to the agreement was approved adding service locations to the agreement including Fire Station 89 located at 172 N. Murray Street and the Fire Administration Building located at 3900 W. Wilson Street. Amendment No. 1 increased the annual agreement amount by \$7,248 for a total agreement amount of \$148,055.

On May 23, 2023, Amendment No. 2 to the agreement was approved by City Council extending the term and increasing the agreement compensation in the amount of \$139,794 for Fiscal Year 2023/2024. During this renewal period, locations under the Community Services Department were removed and added to a separate contract.

In August of 2023, Amendment No. 3 to the agreement was administratively approved adding annual maintenance of the Highland Spring Avenue underpass in the amount of \$4,224 through Fiscal Year 2023/2024.

The scope of work for landscape maintenance services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; irrigation equipment and operations for the City properties listed below:

- Ramsey Street Medians from Highland Springs Avenue to Highland Home Road.
- Banning City Hall (99 East Ramsey Street) landscaping around building and parking lot.
- Banning Police Station (125 East Ramsey Street).
- Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)
- Fire Station Building (5261 W. Wilson Street)
- Former Armory National Guard Property (2041 W. Nicolet Street)

- Brinton Reservoir (1700 N. Mountain Avenue)
- Sunset Reservoir (1202 N. Sunset Avenue)
- San Gorgonio Parking Lot
- Fire Station 89 (172 N. Murray Street)
- Fire Administration Building (3900 W. Wilson Street)
- West Ramsey Street Medians (West and East of N. Hathaway Street)
- Highland Spring Avenue Underpass

Overall, the increase in fees are in line with the change in CPI and service fees increased by 2.9%. If approved, the total agreement including approval under this resolution will amount to \$440,444.64 with the remaining option to renew two additional single years.

JUSTIFICATION:

The Public Works Department does not have the required field staff needed to maintain the identified landscape areas, therefore; it is necessary to retain a landscape maintenance contractor to provide these services. Upon evaluating the existing services provided by Mariposa, staff recommends the contract renewal and processing of Amendment No. 4. If approved, two (2) additional single year renewals remain.

FISCAL IMPACT:

Amendment No. 4 will increase the monthly landscape maintenance services agreement for FY 2024/2025 in the amount of \$148,372 and operational costs have been included in the biennial budget and will be distributed to the appropriate area via an interfund transfer. Services for various City properties excluding reservoirs, will be funded by the Building Maintenance Fund in the amount of \$117,310 and reservoirs will be funded by the Water Fund in the amount of \$23,562. Funding sources for services as needed will be determined on a case-by-case basis and later determined.

ALTERNATIVES:

1. Adopt Resolution 2024-81 as recommended.
2. Adopt Resolution 2024-81 with modifications.
3. Do not approve Resolution 2024-81 and provide alternative direction to staff. The City Council may choose to reject this action which would result in an interruption of services in landscape maintenance of City properties. The City does not have staff resources to perform the landscape maintenance tasks.

ATTACHMENTS:

1. [Resolution 2024-81, Mariposa Landscapes.docx](#)
2. [Exhibit A - Amend No.4 Mariposa Landscape.doc](#)
3. [Attach 2_Mariposa_FY2025 Rates_HS.pdf](#)
4. [Attach3A_ORG_Mariposa.pdf](#)
5. [Attach3B-Amend No. 1_Mariposa.pdf](#)
6. [Attach3C-Amend No.2_Mariposa.pdf](#)
7. [Attach3D-Amend No. 3_Mariposa.pdf](#)

RESOLUTION 2024-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 4 WITH MARIPOSA LANDSCAPES, INC. IN THE AMOUNT OF \$148,372 FOR FISCAL YEAR 2024/2025 CITY PROPERTY LANDSCAPE MAINTENANCE

WHEREAS, on June 28, 2022, Resolution 2022-86 was approved awarding a Landscape Maintenance Agreement with Mariposa Landscapes, Inc. to provide landscape maintenance to various City properties for an annual amount of \$140,807; and

WHEREAS, on February 14, 2023, Amendment No. 1 to the agreement was approved adding service locations to the agreement including Fire Station 89 located at 172 N. Murray Street and the Fire Administration Building located at 3900 W. Wilson Street increasing the annual agreement amount by \$7,248 for a total agreement amount of \$148,055; and

WHEREAS, on May 23, 2023, City Council approved Amendment No. 2 to the agreement with Mariposa Landscapes, Inc. extending the term of the agreement through Fiscal Year 2024 for an additional amount of \$139,794 for a total contract sum of “not-to-exceed” \$287,848.64 and leaving three (3) additional single year agreement renewals; and

WHEREAS, in August of 2023, Amendment No. 3 to the agreement was administratively approved adding annual maintenance of the Highland Spring Avenue underpass in the amount of \$4,224 through Fiscal Year 2023/2024; and

WHEREAS, Amendment No. 4 will increase the monthly landscape maintenance services agreement for FY 2024/2025 in the amount of \$148,372 and operational costs have been included in the biennial budget and will be distributed to the appropriate area via an interfund transfer; and

WHEREAS, services for locations excluding reservoirs, will be funded by the Building Maintenance Fund in the amount of \$117,310 and reservoirs will be funded by the Water Fund in the amount of \$23,562 and funding sources for services as needed in the amount of \$7,500 will be determined on a case-by-case basis and later determined.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves Amendment No. 4 to the City Properties Landscape Maintenance Agreement with Mariposa Landscapes, Inc. in the amount of \$148,372 for Fiscal Year 2024/2025.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. City Council authorizes the City Manager to make necessary non-substantive changes and to execute Amendment No. 4 with Mariposa for Fiscal Year 2024/2025.

SECTION 4. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-81, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A

Amendment 4 with Mariposa Landscapes for
City Property Landscape Maintenance FY 2024/2025

AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES (C00763) FOR LANDSCAPE MAINTENANCE BETWEEN THE CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

1. PARTIES AND DATE

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT (“Amendment No. 4”) by and between the **CITY OF BANNING** (“City”) and **MARIPOSA LANDSCAPES, INC.**, a California corporation (“Consultant”) is effective this day of:

2. RECITALS

- 2.1 City and Consultant entered into an agreement dated July 6, 2022 for the purpose of providing Landscape Maintenance Services (“Master Agreement”) following Request for Proposals, RFP #2022-86 and approved by City Council Resolution No.2022-86.
- 2.2 City and Consultant have entered into an Amendment No.1 to the Master Agreement dated May 8, 2023, for the purpose of modifying the Scope of Services and increasing the compensation by an amount not to exceed Seven Thousand Two-Hundred Forty-Eight Dollars (\$7,248.00) to the Master Agreement.
- 2.3 City and Consultant have entered into an Amendment No.2 to the Master Agreement dated, June 7, 2023 to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, and to provide compensation for the additional one-year term in an amount not to exceed One Hundred Thirty-Nine Thousand Seven Hundred Ninety-Three Dollars and Sixty-Four Cents (\$139,793.64) as approved by City Council Resolution No. 2023-095.
- 2.4 City and Consultant have entered into an Amendment No.3 to the Master Agreement dated, September 14, 2023 to exercise the option to extend the Agreement for an additional services and to provide compensation in an amount not to exceed Four Thousand Two Hundred Twenty-Four Dollars (\$4,224.00).
- 2.5 City and Consultant now desire to amend the Master Agreement to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2025, and to provide compensation for the additional one-year term in an amount not to exceed One Hundred Forty-Eight Thousand Three Hundred Seventy-One Dollars and Forty-Eight Cents (\$148,371.48).

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree follows:

3. INCORPORATION OF RECITALS

- 3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

- 4.1 The maximum compensation for services performed pursuant to this Amendment No. 4 to the Master Agreement, is hereby amended and shall not exceed One Hundred Forty-Eight Thousand Three Hundred Seventy-One Dollars and Forty-Eight Cents (\$148,371.48) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of Four Hundred Forty Thousand Four Hundred Forty-Four Dollars and Twelve Cents (\$440,444.12). Work shall be performed at the rates set forth in the Master Agreement.
- 4.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2025, unless sooner terminated or extended as provided in the Agreement.
- 4.3 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment “A”, attached hereto and incorporated herein.
- 4.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Master Agreement as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, shall remain unchanged and in full force and effect.
- 4.5 The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.
- 4.6 The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other Agreement to which said party is bound.
- 4.7 This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.
- 4.8 Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party (“electronic signature”). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. **4** to the Master Agreement the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

Douglas Schulze, Date
City Manager

NAME: Date
TITLE:

City Council Approval: _____

NAME: Date
TITLE:

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:

Serita R. Young
City Attorney

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THE CONSULTANT'S BUSINESS ENTITY.

ATTACHMENT "A"

RATE SCHEDULE FOR LANDSCAPE MAINTENANCE SERVICES OF CITY PROPERTIES

Line Item	Location	Quantity	Unit of Measure	FY 2024 Monthly Rate	FY 2024 Annual Rate	CPI 2.90%	New Monthly Rate	FY 2025 Annual Rate
1	Ramsey Street Medians from Highland Springs Avenue to Highland Home Avenue	12	Month	\$1,908.10	\$22,897.20	\$55.33	\$1,963.43	\$ 23,561.16
2	Banning City Hall (Civic Center)	12	Month	\$1,272.07	\$15,264.84	\$36.89	\$1,308.96	\$ 15,707.52
3	Banning Police Station (125 E. Ramsey Street)	12	Month	\$1,484.08	\$17,808.96	\$43.04	\$1,527.12	\$ 18,325.44
4	Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)	12	Month	\$318.02	\$3,816.24	\$9.22	\$327.24	\$ 3,926.88
5	Fire Station (5261 W. Wilson Street)	12	Month	\$636.03	\$7,632.36	\$18.44	\$654.47	\$ 7,853.64
8	Former Army National Guard Property (2041 W. Nicolet Street)	12	Month	\$848.05	\$10,176.66	\$24.59	\$872.64	\$ 10,471.68
9	Brinton Reservoir (1700 N. Mountain Avenue)	12	Month	\$1,060.06	\$12,720.72	\$30.74	\$1,090.80	\$ 13,089.60
10	Sunset Reservoir (1202 N. Sunset Avenue)	12	Month	\$848.05	\$10,176.60	\$24.59	\$872.64	\$ 10,471.68
11	San Gorgonio Parking Lot	12	Month	\$212.01	\$2,544.12	\$6.15	\$218.16	\$ 2,617.92
12	Fire Station 89 (172 N. Murray St) (added Amend 1)	12	Month	\$906.00	\$10,872.00	\$26.27	\$932.27	\$ 11,187.24
13	Fire Administration building (4900 W. Wilson St) (added Amend 1)	12	Month	\$906.00	\$10,872.00	\$26.27	\$932.27	\$ 11,187.24
14	West Ramsey Street Medians	12	Month	\$626.00	\$7,512.00	\$18.15	\$644.15	\$ 7,729.80
15	Higland Spring Avenue Underpass (added Amend 3)	12	Month	\$384.00	\$4,224.00	\$11.14	\$395.14	\$ 4,741.68
16	Services As Needed (Locations to be determined)				\$7,500.00			\$ 7,500.00
Totals >>>				\$11,408.47	\$144,017.70	\$330.82	\$11,739.29	\$148,371.48

RATE SCHEDULE FOR LANDSCAPE MAINTENANCE SERVICES OF CITY PROPERTIES

Line Item	Location	Quantity	Unit of Measure	FY 2024 Monthly Rate	FY 2024 Annual Rate	CPI 2.90%	New Monthly Rate	FY 2025 Annual Rate
1	Ramsey Street Medians from Highland Springs Avenue to Highland Home Avenue	12	Month	\$1,908.10	\$22,897.20	\$55.33	\$1,963.43	\$ 23,561.16
2	Banning City Hall (Civic Center)	12	Month	\$1,272.07	\$15,264.84	\$36.89	\$1,308.96	\$ 15,707.52
3	Banning Police Station (125 E. Ramsey Street)	12	Month	\$1,484.08	\$17,808.96	\$43.04	\$1,527.12	\$ 18,325.44
4	Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)	12	Month	\$318.02	\$3,816.24	\$9.22	\$327.24	\$ 3,926.88
5	Fire Station (5261 W. Wilson Street)	12	Month	\$636.03	\$7,632.36	\$18.44	\$654.47	\$ 7,853.64
8	Former Army National Guard Property (2041 W. Nicolet Street)	12	Month	\$848.05	\$10,176.66	\$24.59	\$872.64	\$ 10,471.68
9	Brinton Reservoir (1700 N. Mountain Avenue)	12	Month	\$1,060.06	\$12,720.72	\$30.74	\$1,090.80	\$ 13,089.60
10	Sunset Reservoir (1202 N. Sunset Avenue)	12	Month	\$848.05	\$10,176.60	\$24.59	\$872.64	\$ 10,471.68
11	San Gorgonio Parking Lot	12	Month	\$212.01	\$2,544.12	\$6.15	\$218.16	\$ 2,617.92
12	Fire Station 89 (172 N. Murray St) (added Amend 1)	12	Month	\$906.00	\$10,872.00	\$26.27	\$932.27	\$ 11,187.24
13	Fire Administration building (4900 W. Wilson St) (added Amend 1)	12	Month	\$906.00	\$10,872.00	\$26.27	\$932.27	\$ 11,187.24
14	West Ramsey Street Medians	12	Month	\$626.00	\$7,512.00	\$18.15	\$644.15	\$ 7,729.80
15	Higland Spring Avenue Underpass (added Amend 3)	12	Month	\$384.00	\$4,224.00	\$11.14	\$395.14	\$ 4,741.68
16	Services As Needed (Locations to be determined)				\$7,500.00			\$ 7,500.00
Totals >>>				\$11,408.47	\$144,017.70	\$330.82	\$11,739.29	\$148,371.48

**AGREEMENT FOR PROFESSIONAL SERVICES (C00763) FOR
LANDSCAPE MAINTENANCE BY AND BETWEEN CITY OF BANNING
AND MARIPOSA LANDSCAPES, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 7/6/2022, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **MARIPOSA LANDSCAPES, INC., a California corporation** ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals (RFP No. 22-015), the performance of the services for landscaping maintenance services for the City properties prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit

for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works,” Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit B hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Contractor’s accepted proposal (“Contract Documents”), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B and C**.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Contractor shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Contractor’s performance of the Services required by this Agreement. Contractor shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Contractor warrants that Contractor: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform City of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Contractor shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Contractor, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or \$25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Contractor shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Contractor only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Contractor shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Contractor.

1) Contractor Representative: The following principal of Contractor is hereby designated as being the Contractor Representative authorized to act on Contractor's behalf regarding the Services specified herein and make all decisions in connection therewith:

<u>Name</u>	<u>Title</u>
Andres Perez	Account Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Contractor Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Contractor Representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Contractor Representative. For purposes of this Agreement, the foregoing Contractor Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Contractor without the express written approval of City. It shall be Contractor's responsibility to assure that

the Contract Officer is kept informed of the progress of the performance of the Services, and Contractor shall refer any decisions which must be made by City to the Contract Officer.

2) Contractor's Personnel: Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Contractor shall notify City of all changes in Contractor's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Contractor, City shall give notice as set forth in Section 8.1. Contractor shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Contractor is an independent contractor and not an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, the Contractor Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer

to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in **Exhibit C-1** and the not-to-exceed sub-budget rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Contractor be paid more than One Hundred Forty Thousand Eight Hundred Seven Dollars (\$140,807.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Contractor for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Contractor shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. Contractor shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Contractor to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City of any invoice provided by Contractor shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Contractor for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Contractor shall within ten (10) days of the commencement of such delay notify the

Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be one (1) year from the date of execution with the option to extend for four (4) additional one-year terms, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Contractor shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

4.5 Contractor's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Contractor and Contractor's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Contractor shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Contractor shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Contractor does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Article, City may either immediately

terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Contractor shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with the City Clerk. Contractor shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Contractor shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

2) Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, sub-contractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

4) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities and Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Contractor shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Service Records may be given to City, and access shall be provided by Contractor's successor in interest ("Contractor's Successor"). If custody of the Service Records is given to Contractor's Successor, Contractor shall give written notice to City of the transfer of the Service Records to Contractor's Successor. The notice shall include contact information (address and telephone number) for Contractor's Successor, and access shall be provided to City by Contractor's Successor.

5.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Contractor shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Contractor Documents") prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract

Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Contractor Documents hereunder. Any use, reuse or assignment of such completed Contractor Documents for other projects and/or use of uncompleted Contractor Documents without specific written authorization by Contractor will be at City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use or assignment. Contractor may retain copies of such Contractor Documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Contractor Documents prepared by them; and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Contractor, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

C. If Contractor, or any officer, employee, agent or sub-contractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

D. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of

the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Contractor is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City may serve Contractor with written notice of the default. Contractor shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement, and (iv) all payments due or that become due to Contractor during the period that Contractor or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Contractor. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of Contractor, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Contractor has initiated termination, Contractor shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Contractor has initiated termination, Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section,

the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non -liability of City and Employees.

No officer or employee of City shall be personally liable to Contractor, or Contractor's Successor, in the event of any default or breach by City or for any amount which may become due to Contractor or Contractor's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of Services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor may perform

similar services for other clients; but Contractor and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Contractor is not currently performing services that would require Contractor or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Contractor's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City

Attn: Carl Szoyka
Public Works Superintendent
City of Banning
99 East Ramsey Street
Banning, California 92220
Email: cszoyka@banningca.gov

With a courtesy copy to:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Email: kennis@rwglaw.com

If to Contractor:

Attn: Terry Noriega
President
Mariposa Landscapes, Inc.
6232 Santos Diaz St
Irwindale, CA 91702
Email: terry@mariposa-ca.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Contractor and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Contractor, its employees, sub-contractors and agents.

8.9 Non -Appropriation of Funds.

Payments to be made to Contractor by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's Services beyond the current fiscal year, this Agreement shall cover payment for Contractor's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

8.12 Business Days.

“Business Days” refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:



7/6/2022

Douglas Schulze,
City Manager

Date

CONTRACTOR

DocuSigned by:



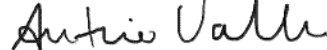
7/5/2022

NAME: Terry Noriega

Date

TITLE: President

DocuSigned by:



7/5/2022

NAME: Antonio valenzuela

Date

TITLE: Secretary

ATTEST:

DocuSigned by:



7/6/2022

Caroline Patton
Deputy City Clerk

Date

95-4245898

Tax ID No.

Address:

Mariposa Landscapes, Inc.

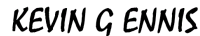
6232 Santos Diaz St.

Irwindale, CA 91702

APPROVED AS TO FORM:

Richards, Watson & Gershon

DocuSigned by:



7/6/2022

Kevin G. Ennis, Esq.,
City Attorney

Date

City Council Approval: 06/28/2022

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

- I. Contractor will perform the following Services in connection with providing landscape maintenance services for city properties, prepared in connection therewith:**
- II.** As part of the Services, Contractor will prepare and deliver the following tangible work products and services to City:
- RFP22-015, Landscape Maintenance Services for City Properties, Exhibit A-1
 - RFP22-015, Landscape Maintenance Services, Addendum One, Exhibit A-1
 - Reference Submitted RFP 22-015 dated 05/31/022, Exhibit A-1
- III.** In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Contractor will keep City apprised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:
- a. In-person meetings and/or teleconferences.
 - b. Email updates/questions to applicant team and City while reviews are underway.
 - c. Conference calls.
- IV.** All work product is subject to review and acceptance by City and must be revised by Contractor without additional charge to City until found satisfactory and accepted by City.

REQUEST FOR PROPOSAL
LANDSCAPE MAINTENACE SERVICES FOR CITY PROPERTIES
RFP-22-015



CITY OF BANNING, CA
<http://www.banningca.gov>

RELEASE DATE: May 3, 2022
DEADLINE FOR QUESTIONS: May 17, 2022
RESPONSE DEADLINE: May 31, 2022, 2:00 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:
<https://secure.procurenow.com/portal/banning-ca>

City of Banning
REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES FOR CITY PROPERTIES

I.	Notice
II.	Introduction
III.	Prerequisites
IV.	Scope of Work
V.	Vendor Questionnaire
VI.	Pricing Proposal
VII.	Submission Instructions And Inquiries
VIII.	Evaluation Criteria
IX.	Resulting Contract
X.	Terms And Conditions

Attachments:

A - Professional Services agreement (with prevailing wage language) Sample

B - Banning Prevailing Wage Checklist Acknowledgement

I. NOTICE

REQUEST FOR PROPOSALS (RFP)

LANDSCAPE MAINTENACE SERVICES FOR CITY PROPERTIES

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN that online price and document submittals must be uploaded to the online bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the proposer to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit <https://secure.procurenw.com/portal/banning-ca>. If you are not currently registered with the City of Banning through ProcureNow, please create an account and subscribe to this project for notifications. Proposals may only be submitted by companies who are listed as a prospective bidder on the electronic bidding website for each project that they wish to submit a response to. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda in the submittal will result in proposer disqualification.

RESPONSIVE PROPOSALS: Once listed on the prospective bidders list, companies may submit their proposals on the electronic bidding system. The City will not accept proposals submitted by companies who are not on the prospective bidders list, or from companies who have submitted a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.



II. INTRODUCTION

II.A Summary

The City of Banning ("City") is seeking a qualified entity or individual ("Company") to provide the services listed in the Scope of Work.

The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

II.B Background

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

II.C Contact Information

Tisha Jacobs

Buyer

99 E Ramsey St

Banning, CA 92220

Email: tjacobs@banningca.gov

Phone: [\(951\) 922-3151](tel:(951)922-3151)

Department:

Public Works

II.D Timeline

This request for proposal will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.

Release Project Date	May 3, 2022
-----------------------------	-------------



Pre-Proposal Meeting (Non-Mandatory)	May 10, 2022, 10:00am Corner of Wilson St and Highland Home Rd
Question Submission Deadline	May 17, 2022, 4:00pm
Question Response Deadline	May 24, 2022, 5:00pm
Proposal Submission Deadline	May 31, 2022, 2:00pm
Interviews, If Needed	Week of 06/13/2022
Tentative City Council Meeting to Consider Awarding Contract	June 28, 2022



III. PREREQUISITES

Proposals will only be considered from Companies that meet the following prerequisites:

III.A Years of experience

Have at least **five (5)** years' of experience, within the past **five (5)** years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

III.B ProcureNow Registration

Have created an account on ProcureNow. Companies can register at:

<https://secure.procurenow.com/portal/banning-ca>

Once registered, Companies must download this solicitation in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this solicitation will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.

III.C Non-Mandatory Pre-Proposal Meeting

All prospective Companies are strongly encouraged to attend the non-mandatory pre-proposal meeting on Tuesday, May 10, 2022 at 10:00 am to be held at:

Corner of Wilson St and Highland Home Rd

III.D Licenses

If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.

III.E Department of Industrial Relations Registration

Company shall have registered with the Department of Industrial Relations and any other required organizations.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - A. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.



C. Registration can be accomplished through the DIR website by using this link:
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:
 - A. Sections 1771, 1774, and 1775 prescribing prevailing wage rate requirements and sanctions for failure to pay prevailing wage rates;
 - B. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
 - C. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
 - D. Section 1810 providing that eight hours of labor shall be a day's work; and
 - E. Section 1813 and 1815 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
 - 1. A schedule of prevailing wage rates as published by the California Department of Industrial Relations for the types of work to be done under these Special Provisions can be found on the DIR's website:
<http://www.dir.ca.gov/OPRL/PWD/index.htm>. The Contractor and all subcontractors shall pay not less than these rates. The Contractor shall submit certified payroll records electronically to the DIR.
 - 2. The possibility of wage increases is one of the elements to be considered by the Contractor in determining Contractor's bid. No additional compensations will be made for any increases in prevailing wage rates in excess of those set forth in the Contract. However, if the job is prolonged as a result of construction change order(s) or delayed by the City beyond the specified days in the Time of Completion, reimbursements may be made for increases in prevailing wage rates, but only for the working days beyond that stipulated.

See attachment B - Banning Prevailing Wage Checklist Acknowledgement



IV. SCOPE OF WORK

IV.A SCOPE OF WORK

The scope of services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; and irrigation equipment and operations for all locations identified in this Request for Proposals ("RFP") and listed below:

- Ramsey Street Medians (Ramsey Street) from Highland Springs Avenue to Highland Home Road.
- Banning City Hall (99 East Ramsey Street) landscaping around building and in parking lot.
- Banning Police Station (125 E. Ramsey Street)
- Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)
- Fire Station (5261 W. Wilson Street)
- Community Center & Senior Center (769 & 789 N. San Geronio Avenue)
- Aquatic Center (749 N. San Geronio Avenue) landscaping around the immediate exterior vicinity around the center as well as the landscaping inside the center.
- Former Army National Guard property (2041 W. Nicolet Street)
- Brinton Reservoir (1700 N. Mountain Avenue)
- Sunset Reservoir (1202 N. Sunset Avenue)
- San Geronio Parking Lot

It is the responsibility of the Contractor to visit the sites and become familiar with the project locations and maintenance needs. It is the City's expectation that all land care and maintenance items identified in this RFP will be addressed.

IV.B TURF MANAGEMENT

A. Lawn Mowing

1. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
2. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
3. Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2 ½" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising,



tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

B. Edging and String Trimming

1. All sidewalks, curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs, road signs, guard posts, utility poles, and other obstacles.

C. Clearing of Walks

1. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

IV.C SHRUB BED MAINTENANCE

- A. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
- B. Planter beds will be groomed to promote an attractive, fresh appearance.
- C. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
- D. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant dormant season.
 1. Pruning shall be performed by Contractor's designated staff member who is trained and demonstrated competency in proper pruning techniques.
 2. Prune shrubbery and hedges at established maintenance height.
 3. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
 4. Shearing of plants will occur only where previous practice has been to shear, or as directed.
 5. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

IV.D TREE CARE & PRUNING

- A. All trees will be "skirted" as needed per the City's request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of planning beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.



- B. All trees under 12" total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
 - 1. Cuts will be flush and clean, leaving not stubs, or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
 - 2. Pruning to be performed by Contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
- C. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support.

IV.E FERTILIZATION

- A. Contractor shall provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
 - 1. Turf, shrub and ground cover areas will be fertilized with specifically formulated products including well-balanced, slow-release fertilizers customized seasonally by Contractor. Seasonally refers to "Winter" and "Summer" and different fertilizers will be used based on ground temperature.
 - 2. Fertilizer product will be selected based on plant type and season.

IV.F ENVIRONMENTAL WEED AND PEST CONTROL PROGRAM

- A. All applications and herbicides or pesticides will be performed under the direction of California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacture's labels.
- B. Broadleaf turf weeds will be treated as needed.
- C. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by using selected herbicides, including pre-emergent herbicides.
- D. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
- E. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations.
- F. Contractor shall be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.



IV.G IRRIGATION EQUIPMENT AND OPERATION

- A. Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements, with water conservation methods in place. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City's representative.
- B. Clean and adjust sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
- C. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged or malfunctioning components beyond Contractor's control will be submitted as an extra. Damage caused to the irrigation system by Contractor shall be repaired with three (3) days, unless otherwise agreed to, at no charge.

IV.H GENERAL CONDITIONS

- A. City is responsible for all cost associated with water.
- B. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Manager. Radio and cellular phone communication will be available.
- C. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor and the City. Written, comprehensive inspection reports will be provided upon request.
- D. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and or composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling materials.



V. VENDOR QUESTIONNAIRE

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation.

V.A Cover Letter*

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

*Response required

V.B Proposal*

A. Statement of Understanding and Approach

- This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.
- This section should include the following:
 - An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 - Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments. The Contractor shall provide a project schedule indicating monthly and project activities. The schedule shall reflect a tentative start date of July 1, 2022 through June 30, 2023 with the option to renew upon satisfactory review and request of the City.



- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
- Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

B. Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.
 - How long the company has been in business, plus a brief description of the company history, size and organization.
- The proposer should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards (1994).
- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.



- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

D. Disclosure

- Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

E. Experience and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in #Prerequisites with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.
- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

*Response required

V.C Price Proposal*

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

*Response required

V.D Value Added Services

Please describe any value-added services your company offers that may be of use to the City



V.E Evidence of Insurance*

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

*Response required

V.F Vendor Forms

Please download the below documents, complete, and upload.

- [New Vendor Packet.pdf](#)

V.G Type of Business*

- ☐ C Corporation
- ☐ S Corporation
- ☐ Limited Liability C Corporation
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual
- ☐ Other

*Response required

V.H Type your Legal Company Name Here*

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

*Response required

V.I Contractors State License Board (CSLB) Number*

Contractors State License Board (CSLB) Number*

Please enter your License Number here. This will be verified against the state database

*Response required

V.J California Department of Industrial Relations Registration*

California Department of Industrial Relations Registration*



Please enter your Public Works Contractor Registration Number. This will be verified against the state database.

*Response required

V.K PREVAILING WAGE REQUIREMENT*

Please upload pages 1-5 of attachment B - Banning Prevailing Wage Checklist Acknowledgement

*Response required

V.L EX PARTE COMMUNICATIONS CERTIFICATION*

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning this IFB at any time after the date and time that this IFB was publicly advertised.

☐ Yes

☐ No

*Response required

V.M EX PARTE COMMUNICATION CONTINUED*

EX PARTE COMMUNICATION CONTINUED *

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

V.N DISQUALIFICATIONS QUESTIONNAIRE*

Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

☐ Yes

☐ No

*Response required

V.O DISQUALIFICATIONS QUESTIONNAIRE CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

V.P DISCLOSURE OF GOVERNMENT POSITIONS*

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."



☐ Yes

☐ No

*Response required

V.Q DISCLOSURE OF GOVERNMENT POSITIONS CONTINUED*

If stated "Yes" above, please disclose any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months, or state "None."

*Response required



VI. PRICING PROPOSAL

RATE SHEET

Line Item	Location	Quantity	Unit of Measure	Monthly Rate	Annual Rate
1	Ramsey Street Medians from Highland Springs Avenue to Highland Home Road	12	Month		
2	Banning City Hall (Civic Center)	12	Month		
3	Banning Police Station (125 E. Ramsey Street)	12	Month		
4	Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)	12	Month		
5	Fire Station (5261 W. Wilson Street)	12	Month		
6	Community Center & Senior Center (769 & 789 N. San Geronio Avenue)	12	Month		
7	Aquatic Center (749 N. San Geronio)	12	Month		
8	Former Army Nation Guard Property (2041 W. Nicolet Street)	12	Month		
9	Brinton Reservoir (1700 N. Mountain Avenue)	12	Month		
10	Sunset Reservoir (1202 N. Sunset Avenue)	12	Month		
11	San Geronio Parking Lot	12	Month		
TOTAL					

CLEAN-UP

Line Item	Location	Unit of Measure	Monthly Rate
1	Ramsey Street Medians from Highland Springs Avenue to Highland Home Road	One Time	
2	Banning City Hall (Civic Center)	One Time	
3	Banning Police Station (125 E. Ramsey Street)	One Time	



Line Item	Location	Unit of Measure	Monthly Rate
4	Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)	One Time	
5	Fire Station (5261 W. Wilson Street)	One Time	
6	Community Center & Senior Center (769 & 789 N. San Geronio Avenue)	One Time	
7	Aquatic Center (749 N. San Geronio)	One Time	
8	Former Army Nation Guard Property (2041 W. Nicolet Street)	One Time	
9	Brinton Reservoir (1700 N. Mountain Avenue)	One Time	
10	Sunset Reservoir (1202 N. Sunset Avenue)	One Time	
11	San Geronio Parking Lot	One Time	



VII. SUBMISSION INSTRUCTIONS AND INQUIRIES

VII.A Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, ProcureNow, before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Nicole Jews, Purchasing Manager**, at (951) 922-3121.

The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the schedule of events section. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

VII.B Completion Of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.



The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

VII.C Delivery / Submission Of Proposals

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the City’s Electronic Bidding System, <https://www.banningca.gov/bids>. Once registered, Companies must download the RFP while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a “Prospective Bidder.” Companies that fail to download the RFP will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact ProcureNow.

All proposal documents and supplementary documents must be uploaded using the City’s bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as “Submitted” the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

VII.D Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.



VII.E Examination Of RFP And Sites Of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

VII.F Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

VII.G Withdraw Of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

VII.H Pre-Proposal Meeting

There will be an optional pre-proposal meeting Tuesday, May 10, 2022 at 10:00 am. The meeting will be located at Corner of Wilson St and Highland Home Rd.



VIII. EVALUATION CRITERIA

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the criteria below. **If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section.** If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications	0-5 Points	25 (25% of Total)
2.	Pricing	0-5 Points	20 (20% of Total)
3.	Experience (Projects of similar size and scope)	0-5 Points	25 (25% of Total)
4.	Professional References	0-5 Points	20 (20% of Total)



5.	Approach and Methodology	0-5 Points	5 (5% of Total)
6.	Value Added Services	0-5 Points	5 (5% of Total)



IX. RESULTING CONTRACT

IX.A CONTRACT TERM

The initial term of the Agreement shall last **one (1) year from the date of execution with the option to extend for four (4) additional one-year terms not to exceed five (5) years** based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

IX.B CONTRACT DOCUMENTS

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached herein. **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Banning's Request For Proposals
- Company's Response to the Request For Proposals

IX.C EXECUTION OF AGREEMENT

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- The Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.



IX.D FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.



X. TERMS AND CONDITIONS

X.A Contract Terms And Conditions

The successful company will be required to execute the City's standard agreement ("Agreement"). A sample is attached herein. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Banning Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

X.B Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.



X.C Conflict Of Interest

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

X.D Rejection Of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

X.E Protest Procedures

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.



X.F Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.



IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

Douglas Schulze, Date
City Manager

NAME: Date
TITLE:

NAME: Date
TITLE:

ATTEST:

Caroline Patton Date
Deputy City Clerk

Tax ID No.

Address:

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.





ADDENDUM NO. 1

May 24, 2022

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES
FOR**

LANDSCAPE MAINTENANCE SERVICES FOR CITY PROPERTIES

RFP No. 22-015

The referenced Request for Proposals solicitation (RFP) has been modified via this addendum. The following may include vendor questions, answers, added/removed information, and/or changes to the RFP hereby officially established by the City.

This addendum is hereby made part of the referenced RFP as though fully set forth therein, and supersedes any conflicting statements previously advertised in this RFP solicitation. All other provisions of the RFP shall remain in their entirety.

Companies submitting a proposal response shall acknowledge any and all addenda electronically via the OpenGov Procurement electronic bidding system. Companies who fail to acknowledge any and all addenda will be deemed non-responsive to this RFP, and their proposal response will not be considered for evaluation.

Addendum Detail:

Please refer to the following page(s) for the details of this addendum.

1. All appropriately submitted Questions are included below along with the City's corresponding answers.

a.

b.

QUESTION		ANSWER
1	During todays Landscape walk, we walked both Brinton and Sunset reservoir properties. Both locations have a tremendous amount of overgrowth. The amount of overgrowth seems as the properties are not being maintained. Will the current contractors do a clean up before contract is over ?	<p>We are currently working with the existing contractors to clean up, maintenance the irrigation system and get the site back up to maintenance ready condition.</p> <p>An additional pricing chart has been added for bidders to supply an option to perform the clean-up, if this is not complete at start of contract</p>
2	What is the current price for this bid?	<p>\$53,460 was the base bid amount for the most recent contract which includes the following locations:</p> <ol style="list-style-type: none"> 1. Ramsey Medians 2. Banning City Hall 3. Banning Police Station 4. Banning Police Stations Northeast Parking Lot 5. Fire Station 6. Community/Senior Centers 7. Aquatic Center 8. Former Armory 9. Brinton Reservoir 10. Sunset Reservoir 11. San Gorgonio Parking Lot
3	Is a bid bond required for this bid?	No bonds required.
4	What was to total dollar amount paid for this contract during the most recently completed fiscal year?	<p>FY 2021: \$52,260</p> <p>Contract excluded the San Gorgonio Parking Lot</p>
5	What was the original base cost	\$52,260

Addendum Detail:

	submitted by the current contractor?	
6	What year and month was the current contract started?	July 1, 2020
7	Is there a change in scope of work when comparing the current contract to this contract going out to bid?	Yes. Service location added.
8	Will the new contractor receive the contract in a condition that meets the requirements of the specifications?	If not, please provide an optional cost to meet specifications. An additional pricing chart has been added for bidders to supply an option to perform the clean-up
9	Can the city provide a map with boundaries for each location?	Maps have been attached to this addendum. Except for site 1 - Ramsey St Median
10	How many trees are a part of this contract that are under 12 Ft. tall?	None
11	Is a Bid Bond required for this contract?	Please refer to question 3
12	After seeing the sites, it is clear that some locations are in bad condition. Will the new contractor be expected to improve the current condition?	Please refer to question 9 above
13	Will this contract be awarded to the lowest bidder, or will the proposals go through a grading process to select the most qualified bidder?	Evaluation Criteria identified in solicitation as outlined below: 1. Qualifications (25%) 2. Pricing (20%) 3. Experience (20%) 4. Professional References (20%) 5. Approach/Methodology (5%) 6. Value Added Services (5%)
14	How many irrigation controllers will we be responsible for?	1. Ramsey Medians: Zero (0) 2. Banning City Hall: One (1) 3. Banning Police Station: One (1) 4. Banning Police Stations Northeast Parking Lot: Zero (0) 5. Fire Station: One (1) 6. Community/Senior Centers: Two (2)

Addendum Detail:

		<p>7. Aquatic Center: One (1)</p> <p>8. Former Armory: One (1)</p> <p>9. Brinton Reservoir: One (1)</p> <p>10. Sunset Reservoir: One (1)</p> <p>11. San Gorgonio Parking: Lot One (1)</p>
15	If any, what improvements would the city like to see?	Sites and water system brought back to specifications.
16	How much extra work was awarded during the last fiscal year?	None
17	Can the city please provide a map showing the boundary lines for each area? after seeing the sites, some of the areas are difficult to tell there the boundaries are.	Refer to question 9 and see attached.
18	Are we supposed to use the Journeyman (\$60.09 per hr) classification or the Tender (\$21.34 per hr)?	Pay prevailing wage utilizing the "Landscape Maintenance Laborer" classification.

2. See OpenGov Procurement sections listed below for following changes:

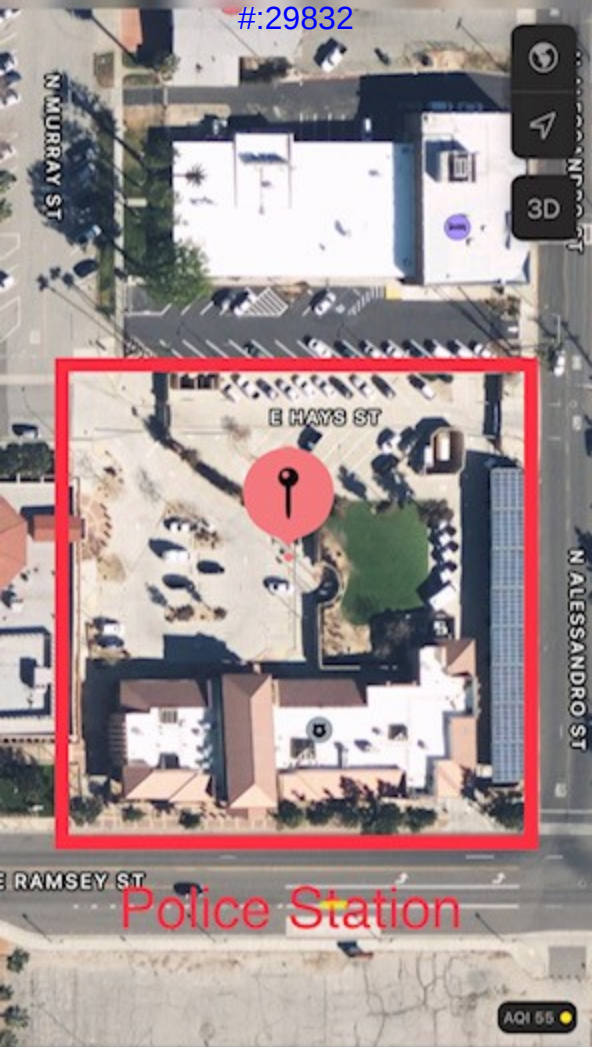
- a. Section 4 – Scope of work adding San Gorgonio Parking Lot to list of locations.
- b. Section 6 – Pricing Proposal addition of line 11 for the additional site location and second chart for the option to preform clean up on needed locations.



AR020922

120

#29832



Dropped Pin

0.3 mi away

AR020923

121

#29833



Dropped Pin

0.3 mi away

AR020924

122

#29834



Search Maps

AR020925

123



Dropped Pin

0.3 mi away

AR020926

124

#29836



Dropped Pin

0.3 mi away

AR020927

125

#29837



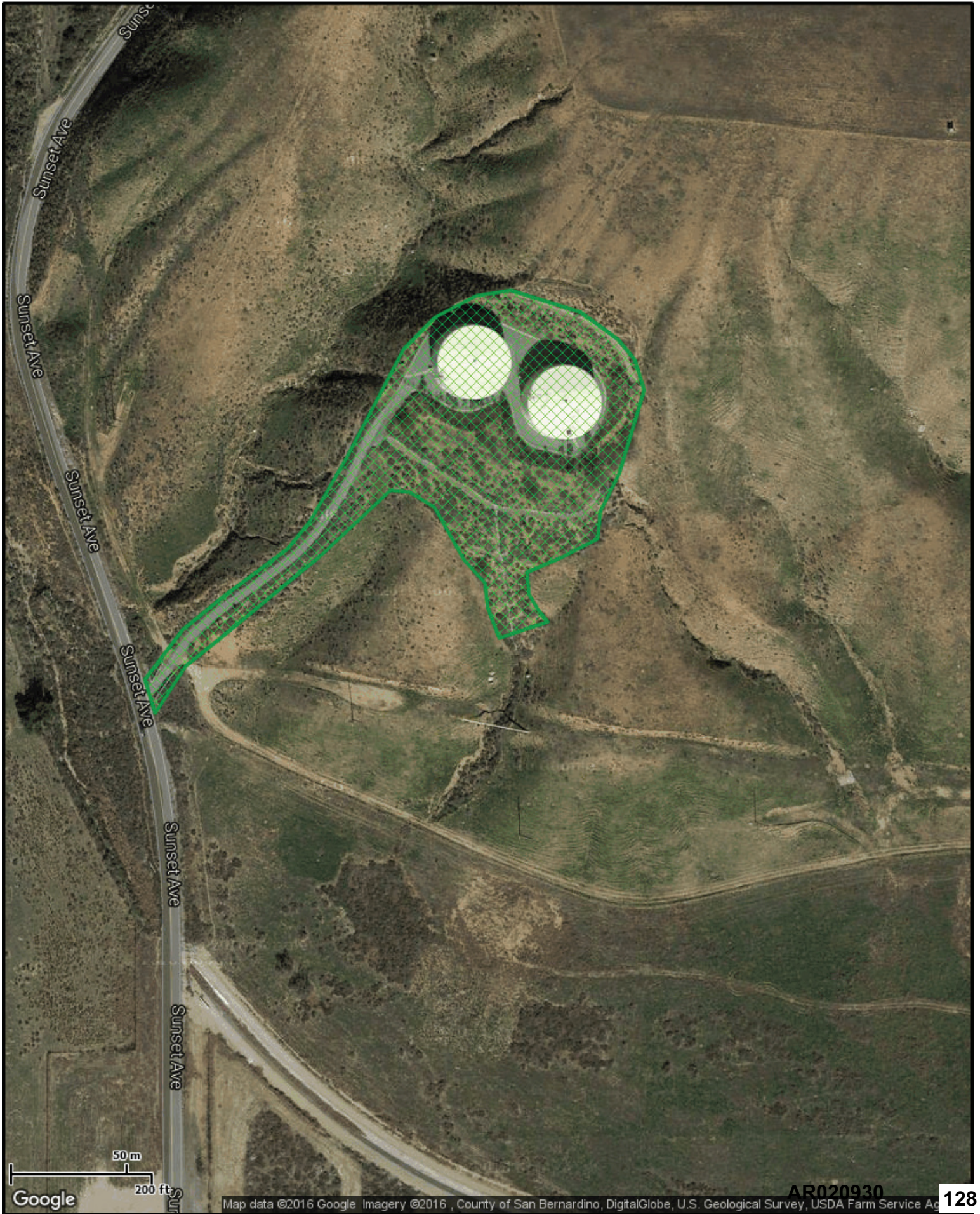
AR020928

126

Brinton Reservoir



Sunset Reservoir





Search Maps

AR020931

129